



# राजपत्र, हिमाचल प्रदेश

## हिमाचल प्रदेश राज्य शासन द्वारा प्रकाशित

शुक्रवार, 24 दिसम्बर, 2021 / 03 पौष, 1943

हिमाचल प्रदेश सरकार

LABOUR AND EMPLOYMENT DEPARTMENT

NOTIFICATION

*Shimla the 29<sup>th</sup> November, 2021*

**No. Shram (A) 3-8/2021 (Awards) L.C. Shimla.**—In exercise of the powers vested under section 17 (1) of the Industrial Disputes Act, 1947, the Governor, Himachal Pradesh is pleased to

order the publication of awards of the following cases announced by the Presiding Officer, Labour Court Shimla on the website of the Department of Labour & Employment Government of Himachal Pradesh:—

Sl. No.	Ref. No.	Respondent	Section
1.	Ref. 167/2018	Workers Union V/s M/s Hindustan Uniliver Ltd.	10
2.	Ref. 13/2016	Sh. Tibant Kumar & Ors V/s Principal Sacred Heart Convent School, Dhalli.	10
3.	Ref. 46/2017	Smt. Champa Devi V/s Principal Sacred Heart Convent School, Dhalli.	10
4.	Ref. 69/2017	Sh. Tibant Kumar V/s Principal Sacred Heart Convent School, Dhalli.	10
5.	Ref. 02/2020	Sh. Geeta Ram V/s M.D. M/s Shree Khatuji Industries, Kala Amb.	10
6.	Ref. 03/2020	Sh. Naresh Kumar V/s M.D. M/s Shree Khatuji Industries, Kala Amb.	10
7.	Ref. 04/2020	Sh. Hem Chand V/s M.D. M/s Shree Khatuji Industries, Kala Amb.	10
8.	Ref. 05/2020	Sh. Sanjeev Kumar V/s M.D. M/s Shree Khatuji Industries, Kala Amb.	10
9.	Ref. 06/2020	Sh. Rajinder Kumar V/s M.D. M/s Shree Khatuji Industries, Kala Amb.	10
10.	Ref. 07/2020	Sh. Naresh Kumar V/s M.D. M/s Shree Khatuji Industries, Kala Amb.	10
11.	Ref. 52/2020	Sh. Hem Chand V/s M.D. M/s Shree Khatuji Industries Kala Amb.	10
12.	Ref. 139/2019	Employees Union V/s Bhojia Dental College & Hospital Baddi.	10
13.	Ref. 58/2014	Sh. Rajvansh Lal V/s M/s Patel Engineering Ltd.	10
14.	Ref. 59/2014	Sh. Jeet Singh V/s M/s Patel Engineering Ltd.	10
15.	Ref. 60/2014	Sh. Kuldeep V/s M/s Patel Engineering Ltd.	10

By order,

R. D. DHIMAN, IAS  
Addl. Chief Secretary (Lab. & Emp.).

Ref. 167/2018

23-08-2021

Workers Union  
V/s  
M/s Hindustan Uniliver Ltd.

Present: Shri Parteek Kumar, Advocate for

. .Petitioner.

Shri Rajat Sharma, Advocate for the respondent.

The finest hour of justice came into play in the tribunal where the parties present in person have duly informed this tribunal that the matter long standing pending between the parties stood amicably resolved and settled by of entering into an arena of long term settlement. The copy of long term settlement Ex. PX has been placed on record which is duly signed by both the parties. It has also been countersigned by the Learned Counsel for the parties. Statement of parties were recorded where they have reiterated their stand that the matter stand amicably resolved and settled by way of long term settlement dated 11.06.2021. The long term settlement Ex. PX as well as the statement of parties shall form the part and parcel of the record.

In view of long term settlement Ex. PX dated 11.06.2021 as well as the statement of parties, the present reference as received from the appropriate government under section 10 of the Industrial Disputes Act, 1947 is disposed of. The reference is answered accordingly. Let a copy of this order be sent to the appropriate government for publication in the official gazette. File, after completion be consigned to records.

Announced:  
23.08.2021.

Sd/-  
(RAJESH TOMAR),  
*Presiding Judge,*  
*Labour Court, Shimla.*

**BEFORE SHRI RAJESH TOMAR, PRESIDING JUDGE H.P. INDUSTRIAL  
TRIBUNAL-CUM-LABOUR COURT, SHIMLA**

Reference Number : 13 of 2016  
Instituted on : 14-3-2017  
Decided on : 18-9-2021

1. Tibant Kumar s/o Shri Nokhu Ram, r/o Village & P.O Nanj, Tehsil Karsog, District Mandi, H.P.
2. Tule Prakash Sharma s/o Late Shri Hird Ram Sharma, r/o Verma Niwas Near Shami Cottage Lower Dhalli Shimla.
3. Monu Singh s/o Shri Surinder Singh, r/o Near Sacred Heart Convent School, Dhalli Shimla.
4. Sonu Lohra s/o Shri She Dev Lohra r/o Jubrridhar Shalli, Shimla.
5. Sumitra Devi w/o Shri Roshan Lal, r/o hem Kunj, Near Tara Cottage, Lower Cemetery Shimla.
6. Jitesh Oraon s/o Shri Debthaan Oraon, r/o Atul Niwas Deoli Colony, Dhalli Shimla.
7. Champa Devi w/o Shri Bhagat Ram, r/o Hem Kunj, Lower Cemetery, Near Tara Cottage, Sanjauli Shimla, H.P.

...Petitioners.

---

*Versus*

The Principal Sacred Heart Convent Fleur De lys Dhalli, Shimla-12.

...Respondent.

**Reference under Section 10 of the Industrial Disputes Act, 1947.**

For the Petitioner : Shri Hitender Thakur, Advocate

For the Respondent : Shri Rahul Mahajan, Advocate

**AWARD**

The following reference reiterated hereinafter, received from the Appropriate Government for final adjudication:

“Whether the demands raised *vide* letter/demand notice dated 14.10.2014 (copy enclosed) by Shri Tibant Kumar and others 8 workers, Sacred Heart Convent School Fleure-de-Lys Dhalli, Shimla-12 to be fulfilled by The Principal, Sacred Heart Convent School Fleure-de-Lys Dhalli, Shimla-12, are legal and justified? If yes, what relief in terms of letter/demand notice dated 14.10.2015 regarding monetary benefits and other service benefits the concerned workers are entitled to from the above employer/school management?”

2. On receipt of reference from the Appropriate Government, notices were issued to the concerned parties in pursuance to which the petitioners have filed statement of claim.

3. Key facts for the disposal of the reference are thus that from the very beginning the petitioners were discharging their duties with the best of their abilities and to the entire satisfaction of their superiors, however, the respondent was exploiting them at workplace by taking excess work and they were not being given wages and other remunerations as per the provisions of the Industrial Disputes Act, 1947 (hereinafter to be referred as the Act) and even no working hours were fixed for the petitioners at the workplace. It is further contended that the respondent was not following any rules and regulations as has been prescribed under the Labour Laws at the working place and even the respondent used to make unnecessary deduction in his monthly wages qua leaves, hence, the petitioners formed an union in order to press their demands and also sent a demand charter dated 14.10.2014 to the Labour Commissioner and on notice from the Labour Officer, the respondent put appearance before the Conciliation Officer. Thus, the following relief clause has been prayed for:

**It is therefore most respectfully prayed that the impugned order of termination dated 2.2.2016, be quashed and the respondent may kindly be ordered to re-engage the petitioner/workmen w.e.f. date of illegal termination with full back-wages and interest @ 18% and all other consequential benefits. The demands raised by the petitioners through demand charter dated 14.10.2014 may also be fulfilled and the respondent be directed to fix the working hours, nature of work of the petitioners and to pay compensation to the petitioners. Such other orders as deemed fit and proper in the facts and circumstances of the case may kindly be also passed in favour of the workmen/petitioners in the interest of justice.**

4. The lis was resisted and contested by filing written reply on inter-alia preliminary objections of maintainability and the demand charter raised by the petitioners cannot be treated as demand notice under section 2K of the Act.

5. On merits, it is submitted that the services of the services of petitioners namely Shri Tibant Kumar and Champa Devi have been dismissed after conducting the domestic enquiry whereas the services of Monu Singh, Sonu Lohra and Sumitra Devi were no more required, hence their services had been terminated after paying one month's pay in terms of appointment letter dated service Condition Rules of Conduct and Discipline for the employees of the respondent school. It is denied that no working hours of the petitioners were fixed by the respondent. It is further submitted that letter dated 14.10.2014 cannot be treated as a charter of demand as it has not been raised under section 2k of the Act and the same has been raised just to harass the principal of the School. It is asserted that the rules provided that before going on leave, application has to be made by giving specific reasons for grant of leave. It is denied that the pay of the employees/workers was deducted. There is no pick and choose policy in the school. The workers in variably refused to do the work and perform their duties/job for which they have been appointed. All allowances cannot be merged in the wages and the workers cannot dictate the terms and the conditions of their employment and interfere in the day to day affairs of the school management. It is asserted that the workers cannot be given the vacation as per the School calendar and the school calendar is made for students and teachers. Some holidays are given to Class-IV employees/workers. It is further submitted that all the wages, emoluments have been paid to the workers and no dues are outstanding. It is therefore prayed that the claim petition filed by the petitioners deserve to be dismissed and the reference deserve to be answered in negative.

6. While filing rejoinder, the petitioners controverted the averments made thereto in the reply and reaffirmed and reiterated those in the statement of claim.

7. On elucidating the pleading of parties, the following issues were struck down by my Learned Predecessor for its final determination *vide* Court order dated 19.4.2017.

1. Whether demands raised *vide* letter/demand notice dated 14.10.2014 by the petitioners to be fulfilled by the respondent are legal and justified as alleged ? ...*OPP*.

2. If issue no.1 is proved in affirmative to what monetary benefits and other service benefits the petitioners are entitled ? ...*OPP*.

3. Whether the petition is neither competent nor maintainable as alleged ? ...*OPR*.

4. Relief

8. Henceforth, parties to the dispute were asked to adduce oral as well as documentary evidence in support of their respective claims or issues so framed.

9. I have given my best anxious considerable thought to the respective submissions of the Learned Counsel for the petitioner, as well Learned Counsel for the respondent and have also scrutinized the entire case record with minute care, caution and circumspection.

10. For the reasons to be recorded hereinafter, while discussing the aforesaid issues, my findings on the aforesaid issues are as follows:

*Issue No. 1* : No.

*Issue No. 2* : Rendered infructuous.

*Issue No. 3* : No.

Relief : Reference answered accordingly as per operative part of the Award.

## REASONS FOR FINDINGS

*Issue No. 1*

11. The first and the foremost question which relates to the present controversy thus that the demands raised by the union of All Fourth Class (IV) Workers and Democratic Members of Sacred Heart Convent School, Dhalli, Shimla *vide* demand notice dated 14.10.2014 are required to be fulfilled by the employer i.e the Principal Sacred Heart Convent School, Fleure-de-Lys Dhalli, Shimla-12, are legal and justified. What are those relief, which should be granted in favour of the petitioners regarding monetary benefits and other service benefits entitling them to the demand notice dated 14.10.2014. Apart from this, it is pertinent to mention that most of them have also filed their individual claims to the references received from the Appropriate Government for adjudication, thereby quashing the termination order dated 2.2.2016 and respondent be ordered to re-engage the petitioner w.e.f. the date of illegal termination with full back-wages and interest @ 18% and all other consequential benefits and the demands raised *vide* demand charter dated 14.10.2014 may please be fulfilled.

12. In the petitioners evidence Shri Tibant Kumar appeared into the witness box as PW-1, who tendered in evidence his affidavit (PW-1/A) wherein he reiterated almost the same averments as made in the claim petition. He also tendered in evidence copy of appointment letters (Mark P-1 & Mark P-2), copy of log book (Mark P-3), copies of duty roster (Mark P-4 & Mark P-5), copy of demand charter dated 14.10.2014 (Mark P-6), copy of letter dated 22.11.2014 (Mark P-7) and the copy of the proceedings held before the Conciliation Officer (Mark P-8).

13. In his cross-examination, he admitted that he had not been given any authority letter or GPA by the other petitioners to represent them and to put forth the case on their behalf. He further admitted appointment letters (R-1 to R-4). He admitted that Tule Prakash and Jitesh are still working in the school. He denied that their association was not a registered association. He denied that reply dated 28.2.2015 was submitted to the letter dated 14.10.2016 to the Labour-cum-Conciliation Officer. He further denied that they were paid the wages as per the terms of appointment. He expressed his ignorance that Karam Pal Munda was appointed only for three months. He denied that all the issues raised in letter Mark P-6 were not genuine.

14. On the other hand, the respondent in support of their contention, existing in the reply, has relied upon the testimony of its school Coordinator Smt. Gurmeet Sethi (RW-1) and tendered in evidence her affidavit (RW-1/A). Reliance has been placed on various documents i.e authority letter (RW-1/B), service rules (Mark Z-1), Voucher along-with the letter dated details of the wages to be credited in to the account of the workers (Mark Z-3), copy of extract relating to payment of wages (Mark Z-4 to Mark Z-9).

15. In cross-examination, she denied that all the workers were working in the school prior to the year 2008. She admitted that the services of a few employees had been dispensed with in the year 2015. He denied that a union had been formed by the workmen in October 2014. She admitted that a complaint had been preferred (Mark P-6) to the Labour Commissioner by the workmen. She further admitted that the workers have raised demands relating to overtime, grant of leave as per the Government Calendar. She denied that because of the demands so raised by the workers, the school had terminated their services.

16. The learned counsel for the respondent with all vehemence argued that the present reference is not maintainable in view of the fact that the petitioners have failed to raise the demand notice under section 2K of the Act. He further contended that the respondent school is already providing all facility for its workers and so far as the termination of workers/petitioners is concern,

the same have been terminated in accordance with the law and that too after conducting domestic enquiry.

17. The Ld. Counsel for the respondent contended with vehemence that the demands raised by the petitioner union *vide* demand charter dated 14.10.2014 are genuine and required to be fulfilled by the respondent. He further contended that the services of the petitioners have been terminated illegally by the respondent school without following any procedure.

18. At this stage, it is pertinent to mention here that admittedly regarding the termination of the services of petitioner/workers separate references have been sent to this Court by the appropriate Government for adjudication. This Court/Tribunal while deciding the references pertaining to Smt. Sumitra, Monu Singh and Sonu Lohra have already awarded lump sum compensation in their favour. So far as the grievance of the petitioners Tibant Kumar and Champa Devi is concerned, they have also filed their claim petitions before this Court pursuant to the reference made to this Court by the Appropriate Government. Whereas the remaining petitioners as per demand charter dated 14.10.2014 namely Tulya Prakash Jitesh, Karam Pal and Lalu Lohra, they have failed to appear before this Court, hence, the reference qua them is dismissed. By virtue of the awards passed by this Court/Tribunal in favour of Smt. Sumitra Devi, Monu Singh and Sonu Lohra, actually and factually most of the demands raised from the side of the petitioners for rendering them the financial benefits stood resolved. The awards passed by this Court/Tribunal shall have binding effect on all the parties as per the provisions of the Act. Consequently, the demand raised by the petitioners as per demand charter dated 14.10.2014 have been redressed and resolved beside indicating other benefits already enjoyed by the employees. So far as the other demands are concerned, it has been presumed that the same are given up as one petitioner Tibant Kumar had appeared into the witness box without the authorization from other petitioners who have signed the demand charter dated 14.10.2014. As such non remained to be survived in the present petition.

19. Adverting to the validity of the demands raised by the workmen, as per the demand notices dated 14.10.2014, it is the case of the petitioners that they had issued a demand notice dated 14.10.2014. The demands therein were stated to be genuine and as such deserved to be allowed.

20. The petitioners though has raised certain demands seeking enhancement, harassment in the work place, leave and providing free education for the children of Class-IV employees, but, no analogous record or deposition has been placed on record to show the hike which was permissible or what were the workmen getting. There is even no mention as to what are the salaries of the workmen, what are they receiving or what would be the hike in the salaries. A generic statement has been made that the demands were genuine and the same deserves to be allowed. Moreover, it has been admitted by Shri Tibant Kumar (PW-1) that he had not been given any authority letter or GPA by the other petitioners to represent them and to put forth the case on their behalf. All other petitioners as mentioned in demand charter dated 14.10.2014 have failed to appear before this Court and even failed to authorize Shri Tibant Kumar to put forth their case. Since, the petitioners have failed to prove on record that the demands raised by them *vide* demand charter dated 14.10.2014 are genuine, hence, issue No.1 is decided in favour of the respondent and against the petitioners.

#### *Issue No. 2*

21. In all fairness, all the petitioners those who have raised the demand *vide* demand notice dated 14.10.2014 allegedly by Tibant Kumar and other eight workers, Sacred Heart Convent School Fleure-de-Lys Dhalli, Shimla-12, whereby they have raised claims regarding the grant of monetary relief and other service benefits. There are as many as eleven demands raised on behalf of

the petitioner. Most of the demands are pertaining to working conditions. More so, most of the petitioners have also filed their statement of claim to the reference petitions No. 8 of 2016 (Monu Singh), 12 of 2016 (Sonu Lohra), 14 of 2016 (Sumitra Devi), 46 of 2017 (Champa Devi) and 69 of 2017 (Tibant Kumar) in their individual capacity. It is particular to mention that in reference petition nos. 46 of 2017 (Champa Devi) and 69 of 2017 (Tibant Kumar), the petitioners were ordered to be re-instated in the service with continuity and seniority. However, they were not entitled for back-wages. Similarly, petitioners Monu Singh, Sonu Lohra and Sumitra Devi were awarded the lump sum compensation in reference petition No. 8 of 2016, 12 of 2016 and 14 of 2016. It is apt to conclude that Shri Tule Parkash and Jitesh Oraon did not file any petition in their individual capacity, it is concluded that they have nothing to say in the matter. Neither Tule Prakash and Jitesh Oraon had appeared into the witness box nor they ever authorize Tibant Kumar to contest the dispute by representing them. Therefore, the petitioners have miserably failed to prove on record that the demand notice raised by them *vide* demand notice dated 14.10.2014 are genuine.

22. Such being the situation, I arrived at an inescapable conclusion that since issue no.1, above, has been answered in negative, therefore, the petitioners those who were adequately redressed to their grievances in individual capacity, therefore, the question of grant of monetary relief and other service benefits does not arise, hence, the issue is hereby ordered to be rendered infructuous. Accordingly, it is decided against the petitioner and in favour of the respondent.

*Issue No. 3.*

23. In support of this issue, no evidence has been led by the respondent. However, the petitioners have filed this claim petition pursuant to the reference made by the appropriate government to this Court for adjudication. I find nothing wrong with this petition which is legally maintainable. Accordingly, this issue is decided in favour of the petitioners and against the respondent.

RELIEF

24. As a sequel to my foregoing discussion on issues no. 1 to 3, supra, the reference is answered in favour of the respondent and against the petitioner. The merits of the present reference petition sans merits and hereby ordered to be rendered infructuous. Let a copy of this award be sent to the appropriate government for publication in the official gazette. File, after completion, be consigned to records.

Announced in the open Court today this 18<sup>th</sup> day of September, 2021.

Sd/-  
( RAJESH TOMAR),  
*Presiding Judge,*  
*Industrial Tribunal-cum-Labour Court, Shimla.*

---

**BEFORE SHRI RAJESH TOMAR PRESIDING JUDGE, H.P. INDUSTRIAL  
TRIBUNAL-CUM-LABOUR COURT, SHIMLA**

Reference Number : 46 of 2017

Instituted on : 7-3-2017

Decided on : 18-9-2021



Champa Devi w/o Shri Bhagat Ram r/o Hem Kunj, Lower Cemetery, Near Tara Cottage, Sanjauli Shimla, H.P. . .*Petitioner.*

*VERSUS*

The Sacred Heart Convent Fleur De lys Dhalli, Shimla-12, through Principal. . .*Respondent.*

Reference under Section 10 of the Industrial Disputes Act, 1947.

For the Petitioner : Shri Hitender Thakur, Advocate.

For the Respondent : Shri Rahul Mahajan, Advocate.

**AWARD**

The following reference has been sent by the Appropriate Government for final adjudication:

**“Whether termination of the services of Smt. Champa Devi r/o Prashanti Hemkunj, Lower Cemetery, Near Tara Cottage, Shimla H.P by The Principal, Sacred Heart Convent School Dhalli, District Shimla, H.P. w.e.f. 29.8.2015, without complying with the provisions of the Industrial Disputes Act, 1947 is legal and justified? If not, what amount of back-wages, reinstatement, seniority, past service benefits and compensation the above ex-worker is entitled to from the above school management/ employer?”**

2. On receipt of reference from the Appropriate Government, notices were issued to the concerned parties in pursuance to which the petitioner has filed her statement of claim.

3. Material facts necessary for the disposal of the reference are thus that the petitioner had been working in the Sacred Heart Convent, Fleur De lys Dhalli, Shimla-12 (in short the respondent) since September 2009 as “Aaya” until her services were terminated illegally, arbitrarily and mala fide on 28.8.2015. In fact, the petitioner has been engaged in service by the respondent as “Aaya” on daily wage basis in September 2009, however, the service conditions of the petitioner were changed by the respondent from time to time and she was also assigned other works including mopping, cleaning of toilets and sweeping of dance hall and science labs. The petitioner has been discharging her duties sincerely and to the best of her ability to the satisfaction of her superiors. The services of the petitioner were confirmed in April, 2013 and she was held entitled for all other allowance and facilities as eligible to confirmed employees. The respondent started harassing the petitioner and other employees by not allowing them the benefits of casual leave and also by taking extra work from them over and above the assigned work. In the year 2014-15, the respondent issued a duty roster and according to which she was asked to work in the office from 6:30 AM to 5:00 PM. It is also the case of the petitioner that in the month of October, 2014, the petitioner and other class-IV employees formed a union namely “All Class-IV Employees and Domestic Members of Sacred Heart Convent School, Dhalli, Shimla and submitted a demand charter regarding the harassment to the Labour Commissioner. They raised a dispute regarding working conditions through the union. During the pendency of the aforesaid demands, her services were terminated without assigning any reasons on 10.1.2015. During the conciliation proceedings, the petitioner was allowed to work again in the school and she joined on 10.2.2015. The respondent issued a chargesheet against the petitioner levelling charges of dereliction of duties and remaining absent from work w.e.f 12.1.2015 to 10.2.2015. The services of the petitioner were terminated by the respondent school during the pendency of the conciliation proceedings including the services of

other employees. The termination of the petitioner is stated to be violative of Article 14, 16 and 311 of the Constitution of India and also against the mandatory provisions of sections 25-F, 25-G and 25-H of the Industrial Disputes Act, 1947 (hereinafter referred to be as the Act). The services of the petitioner were terminated in gross violation of natural justice and she was not afforded opportunity properly in the domestic enquiry. The following relief clause has been appended in the footnote of statement of claim as under:

**It is, therefore, most respectfully prayed that the impugned order of termination dated 28.8.2015, be quashed and the respondent may kindly be ordered to reengage the petitioner/workman w.e.f. the date of her illegal termination with full back-wages and interest @ 18% and all other consequential service benefits. Such other orders as deemed fit and proper in the facts and circumstances of the case may kindly be also passed in favour of the petitioner/workman in the interest of justice.**

5. The lis was resisted and contested by filing written reply on *inter-alia* preliminary objections of maintainability, the services of the petitioner were dismissed w.e.f. 26.8.2015 after conducting just, fair and proper domestic enquiry in respect of misconduct levied *vide* chargesheet dated 2.2.2015 under Clause 16 (3) (a), (g) and (i) of the Model Standing Orders framed under H.P Industrial Employment Standing Order Rules, 1973. The misconduct levied *vide* chargesheet dated 2.2.2015 stood proved in a domestic enquiry. The awarding of punishment of dismissal is commensurate with the misconduct which duly proved. On merits, it is submitted that the petitioner was initially appointed on 1.3.2010 for a fixed period, which was extended upto 28.2.2011. The petitioner was appointed on probation from 1.3.2011 to 1.4.2012. Her services were confirmed on 1.4.2013. She was dismissed on 26.8.2015 in respect of misconduct, which was levied *vide* chargesheet dated 2.2.2015. She was engaged as “Aaya”. It is denied that the service conduction of the petitioner were changed. Also denied that the respondent started harassing the petitioner and class-IV employees. All the provisions of Labour Law were duly complied. The wages above than the minimum wages as prescribed by the Government of Himachal Pradesh were paid to the petitioner. There was no union in the school. The serving of demand charter is also incorrect. It is denied that the services of the petitioner were terminated on 10.1.2015. The charges levied *vide* chargesheet dated 2.2.2015 stood duly proved. There is no violation of principles of natural justice. The respondent has also laid emphasis that the services of the petitioner were dismissed for the misconduct which stood proved in domestic enquiry. Misconduct was a major misconduct and punishment of dismissal is just and proper. The enquiry conducted was just, fair and proper as per the Standing Orders and Rules, principles of natural justice and fair hearing. It is submitted that the services of the petitioner were dismissed which is just, fair and proper and need not require any interference. Thus, prayed that the claim petition filed by the petitioner be dismissed and the reference may be answered in negative.

6. While filing rejoinder, the petitioner controverted the averments made thereto in the reply and reaffirmed and reiterated those in the statement of claim.

7. On elucidating the pleading of parties, the following issues were struck down by my Learned Predecessor for its final determination *vide* Court order dated 18.5.2018.

1. Whether the termination of the services of the petitioner by the respondent w.e.f. 29.8.2015 without complying with the provisions of Industrial Disputes Act, 1947 is illegal and unjustified as alleged? ..*OPP.*
2. If issue no.1 is proved in affirmative to what relief of service benefits the petitioner is entitled? ...*OPP.*

3. Whether the petition is neither competent nor maintainable as alleged?

...OPR.

4. Relief

9. Henceforth, parties to the dispute were asked to adduce oral as well as documentary evidence in support of their respective claims or issues so framed.

10. I have given my best anxious considerable thought to the respective submissions of the Learned Counsel for the petitioner, as well Learned Counsel for the respondent and have also scrutinized the entire case record with minute care, caution and circumspection.

11. For the reasons to be recorded hereinafter, while discussing the aforesaid issues, my findings on the aforesaid issues are as follows:

*Issue No. 1* : Yes.

*Issue No. 2* : Entitled to reinstatement with seniority and continuity but without back-wages.

*Issue No. 3* : No.

*Relief* : Reference partly answered in favour of the petitioner as per operative part of the Award.

### REASONS FOR FINDINGS

Issues No. 1 & 2.

12. Both these issues are intermingled and inter connected, as mutually existed and required the common appreciation of evidence, being taken up together for the purpose of their determination and adjudication.

13. At the very outset, there is absolutely no denial to the fact that the relationship of the petitioner having been engaged/appointed as “Aaya” by the respondent on temporary basis subject to certain terms and conditions as mentioned in the Contract of employment letter (RW-1/P). One of the term and condition laid therein that she will assist the principal of the said school with zeal and efficiency in all matters pertaining to the instruction and discipline and shall in addition perform, when called upon to do so any other such services as may reasonably be required of her by the principal of the school in furtherance of the interest of the said school. In the contract of employment letter, it is reflected that she accepts the conditions of service, rights and privileges. which are applicable in the said school with reference to leave, rules and regulations and code of conduct, and agree to abide by all such conditions in so far as they may affect her services. The services of the petitioner were confirmed vide letter dated 1.4.2013 (PW-2/B), which is not in dispute. It has been mentioned therein that all other terms and conditions as contained in the Service Rule, Code of Conduct, Service Agreement and Letter of Appointment remained unaltered. There is no denial to the fact that as per the duty roster (Mark A), the petitioner was asked to remain present in the office from 6: 30 AM to 5:00 PM, describing therein the detail of works such as Kitchen duty, Mopping of Veranda, Entrance and Staircase, Kitchen, Breakfast, Sweeping of Class 1-B, 2-A, B and Library etc. It is equally not in dispute that *vide* order dated 28.8.2015 (PW-2/C), the services of the petitioner were terminated by conducting domestic enquiry on the ground of misconduct and misbehavior. As per the reference, received from the Appropriate Government, this Tribunal needs to determine and adjudicate that the termination of the services of the petitioner

w.e.f. 29.8.2015 allegedly without complying with the provisions of the Act. In the back-drop of the aforesaid events as well admitted position on record, the claim of the petitioner requires to be adjudicated with a view to determine whether the petitioner is entitled for the relief of reinstatement, seniority and continuity with full back-wages including compensation as claimed by him ?

14. In the petitioner's evidence, Shri Sohan Lal Jalota, Labour Inspector (PW-1), stepped into the witness box and deposed that *vide* demand charter dated 14.10.2014 (PW-1/A), the Labour Commissioner had written a letter (PW-1/B) to Labour-cum-Conciliation Officer, Shimla. The conciliation proceedings started on 11.12.2014 and continued till 22.7.2015.

15. In cross-examination, he admitted that the respondent had filed reply (DX) to the demand charter dated 14.10.2014.

16. The petitioner namely Smt. Champa Devi examined himself as (PW-2) and filed his affidavit (PW-2/A), in evidence. In his affidavit, she reiterated the contents of her statement of claim. She also filed documents purportedly in support of his claim *i.e.* confirmation letter (PW-2/B), termination letter (PW-2/C) and duty roster (Mark-A).

17. In the cross-examination, she denied that the complaint dated 14.10.2014 (PW-1/A) was sent only to the Labour Commissioner and not to the school authorities. She admitted that show cause notice dated 24.1.2015 (RX) was issued to her and she had filed reply (RX-1) to the same. She further admitted that chargesheet dated 2.2.2015 (RX-2) was issued to her and its Hindi version (RX-3) was also given to her. She admitted that she had filed reply (RX-4) to the chargesheet. She also admitted that Ms. Sunita Sood was appointed as Enquiry Officer *vide* letter dated 30.3.2015 (RX-5) and she was also intimated about the appointment of Enquiry Officer. She admitted that she participated in the enquiry on each and every date. She further admitted that Shri Tibant Kumar was her defence assistant who cross-examined the management witnesses. She admitted that her statement was recorded by the Enquiry Officer and she signed each and every page of the enquiry proceedings. She admitted that her services were terminated on 28.8.2015. She admitted that 2<sup>nd</sup> show cause notice (RX-6) was received by her to which she filed reply (RX-7). She admitted that she received dismissal letter dated 28.8.2015 (RX-8) alongwith two cheques. She admitted that she had received the list of witnesses and documents which were demanded by her. She also admitted that she had not written any letter regarding the change in his service conditions prior to 14.10.2014. She admitted that she had written a complaint on 10.1.2015 to the Labour Department to which the school had filed reply dated 28.2.2015 (RX-9). She denied to having received letter dated 13.12.2014 (RX-11). She denied that enquiry against her was conducted as per the Model Standing orders and as per the principles of natural justice.

18. On the other hand, the respondent in support of their contention, existing in the reply, has relied upon the testimony of its school Coordinator Smt. Gurmeet Sethi (RW-1) and tendered in evidence her affidavit (RW-1/A). Reliance has been placed on various documents *i.e.* authority letter (RW-1/B), leave service rules (RW-1/C), letter dated 16.3.2015 (Mark Z-1), letters (RW-1/D to RW-1/N), chargesheet (RW-1/O), letter dated 1.3.2010 (RW-1/P) enquiry proceedings (RW-1/E), model standing order (RW-1/Q), and enquiry report (RW-1/R).

19. In the cross-examination, she admitted that the petitioner apart from working as an "Aaya" she was also undertaking other miscellaneous work. She admitted that the petitioner had raised a demand notice *vide* Mark A-1 on 10.1.2015. She stated that the misconduct attributed to the petitioner was in subordination as she refused to make tea for the staff on 12.12.2014. She admitted that Mark RX-1 and A-3 are one and the same. She admitted that when show cause notice was issued to the petitioner, the proceedings were pending before the Labour Officer. She further

admitted that the request for changing the Enquiry Officer was turned down by the school. She denied that a proper enquiry was not conducted and no proper opportunity was afforded to the petitioner to defend herself. She further denied that the enquiry was conducted with a malafide intention because of the complaint made by the workers on 14.10.2014. She admitted that a letter dated 25.8.2015 (Mark A-5) was sent by the petitioner asking for time to file reply to the 2<sup>nd</sup> show cause notice. She denied that the punishment imposed upon the petitioner was disproportionate to the misconduct alleged to the petitioner.

20. The Enquiry Officer Ms. Sunita Sood, Advocate appeared in to the witness box as RW-2 and tendered in evidence affidavit (RW-2/A). She proved the enquiry proceedings (RW-2/B), forwarding letter (RW-2/R) and appointing letter (RW-2/C).

21. In the cross-examination, she stated that on 30.3.2015, she had not explained the procedure to be followed in conducting the enquiry. She further admitted that on 30.3.2015, the documents had not been supplied to the delinquent. She admitted that an application (CX) seeking certain documents was filed by the petitioner in May, 2016. She admitted that she used to take their signatures even on the proceedings in which she was absent. She denied that the signatures of the petitioner was taken under pressure by her. She denied that she had allowed the presenting officer to tender fresh documents at the time of the evidence of the management and that the copy of the said documents has not been supplied to the petitioner. She further denied that no opportunity of cross-examine the witnesses was afforded to the petitioner. She also denied that no reasoning had been assigned by her to hold the petitioner guilty.

22. Before advertng to the rival legal contentions advanced on behalf of the parties, it is important to consider the relevant provisions of the Act in play in the instant case.

**The Industrial Disputes Act, 1947, is:**

**“An act to make provision for the investigation and settlement of industrial disputes, and for certain other purposes”**

**Section 2(s) defines a Workman as:**

“2(s). “workman” means any person (including an apprentice) employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be express or implied, and for the purposes of any proceeding under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharge or retrenched in connection with, or as a consequence of, that dispute, or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person—

- (i) who is subject to the Air Force Act, 1950 (45 of 1950), or the Army Act, 1950 (46 of 1950), or the Navy Act, 1957 (62 of 1957); or
- (ii) who is employed in the police service or as an officer or other employee of a prison; or
- (iii) who is employed mainly in a managerial or administrative capacity; or
- (iv) who, being employed in a supervisory capacity, draws wages exceeding [ten thousand rupees] per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature]”

**Section 2(oo) lays down the concept of retrenchment as:**

“Retrenchment means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include—

- (a) voluntary retirement of the workman;
- (b) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf;
- (bb) termination of the service of the workman as a result of the non- renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein;”
- (c) termination of the service of a workman on the ground of continued ill-health. ”

23. Shri Hitender Thakur, Learned Counsel appearing on behalf of the petitioner contended with all vehemence that the petitioner was subjected to victimization. During the pendency before the Conciliation Officer, her services were terminated. The order of termination is arbitrary and capriciously passed by the respondent. The mandatory provisions of law were not adhered to. He had carried me through enquiry proceedings and contended that the proceedings were not conducted in a fair and impartial manner. There was delay in reporting the matter. The alleged misconduct was a deliberate attempt on the part of the respondent to do away with the services of the petitioner. The relevant clause for which the petitioner was charge-sheeted and her services were terminated were also read over by the Ld. Counsel. The conducting of an enquiry is an empty formality as the respondent was bent upon to terminate the services of the petitioner. Besides this, the Learned counsel for the petitioner seeks assistance from the applicability of doctrine of proportionately as the order of termination passed by the respondent is on the higher side. Reliance is placed on decisions of Hon’ble Supreme Court titled as **Mahendra Singh Dhantwal Vs. Hindustan Motors Ltd and Ors. Civil Appeal No. 2574 of 1972 decided on 7.5.1976, Jaipur Zila Sahakari Bhoomi Vikas Bank Ltd. Vs. Ram Gopal Sharma and Ors (2002) 2 SCC 244, U.P. State Road Transport Corporation Vs. Subhash Chandra Sharma and ors, C.A No. 2128 of 2000 arising out of SLP (C ) No. 1920 of 1999 decided on 15.3.2000, BSNL Vs. Bhurumal Civil Appeal No. 10957 of 2013 arising out of SLP (Civil) No. 14572 of 2012 decided on 11.12.2013 and Krishan Singh Vs. Executive Engineer, Haryana State Agricultural, Marketing Board, Tohtak (Haryana) Civil Appeal No. 2335 of 2010 (Arising out of SLP (C ) No. 11487 of 2009) decided on 12.3.2010.**

24. Per contra, Shri Rahul Mahajan, Learned Counsel appearing on behalf of the respondent vociferously argued that there was no change in the service conditions. Ld. Counsel had carried me through the relevant provisions of law. There was no dispute pending on 28.8.2015 at the time of passing termination order. There is a distinction between demand charter and demand notice. Issuance of show cause notice and conducting of enquiry to the charge-sheet duly served upon the petitioner regarding the violation of Model Standing Orders and Service Condition Rule. The enquiry was conducted in a fair and impartial manner. No strict rule of evidence are applicable. There is no violation of principles of natural justice. It is neither pleaded nor proved by the petitioner that there was any malice, prejudices and biasness, which shall vitiate the enquiry. Learned Counsel for the respondent also argued that the doctrine of proportionately have no role to play in the given situation.

25. It is again argued that in the domestic enquiry, charges levied against the petitioner have been duly proved. The punishment is proper. No interference is required. Similarly, compensation in lieu of reinstatement and back-wages, entitlement thereto, the initial burden lies upon the petitioner to plead and prove. Tribunals and Labour Courts cannot go beyond the terms of reference. Learned Counsel for the respondent placed reliance on the catena of decisions of Hon'ble Apex Court titled as **Deputy Commissioner, Kendriya Vidyalaya Sangathan and Ors. (2013) 10 SCC 106, A.S Motors Pvt. Ltd., Vs. Union of India and Ors. (2013) 10 SCC 114, Hombe Gowda Educational Trust and Anr. Vs. State of Karnataka and Ors. (2006) 1 SCC 430, D.G Railway Protection Force and Ors. Vs. K. Raghuram Babu (2008) 4 SCC 406, N. Kalindi and Ors. Vs. Tata Locomotive & Engineering Co. Ltd. (1960) 3 SCR 407, L. K Verma Vs. HMT Ltd and another (2006) 2 SCC 269, Punjab Electricity Board and Ors. Vs. Harvinder Singh (2006) 2 SCC 279, State Bank of Patiala and Ors Vs. S.K Sharma (1996) 3 SCC 364, K.L Tripathi Vs. State Bank of India and Ors. (1984) 1 SCC 43, State of Haryana and Anr. Vs. Rattan Singh (1977) 2 SCC 491, Kendriya Vidyalaya Sangathan and Another Vs. S.C Sharma (2005) 2 SCC 363, Dehli Transport Corporation Vs. Ramesh Chand (2015) 16 SCC 227, Management of Regional Chief Engineer, Public Health and Engineering Department, Ranchi Vs. Their workmen represented by District Secretary (2019) 18 SCC 814, Divisional Controller Karnataka State Road Transport Corporation Vs. M.G Vittal Rao (2012) 1 SCC 442, Divisional Manager, Plantation Division Andaman & Nicobar Islands Vs. Munnu Barrick and Ors. (2005) 2 SCC 237, The Bhavanagar Municipality Vs. Alibhai Karimbhai and Ors. (1977) 2 SCC 350, an order passed by the Hon'ble High Court in case titled as DAV Public School Vs. Smt. Kamal CWP No. 52 of 2017 decided on 20.8.2021 and Alarsin and Alarsin Marketing Employees' Union Vs. Alarsin Pharmaceuticals and Alarsin Marketing (Private) Ltd. 2004 (3) LLN 952.**

26. I have heard Learned Counsel for the parties and gone through the case record.

27. I am unable to agree with the contention advanced by the learned counsel appearing on behalf of the respondent. The question “**who is a workman**” has been well settled by various judgments of the Hon'ble Supreme Court. In the case of **H.R. Adyanthaya vs. Sandoz (India) Ltd. (1997) 5 SCC 737**, a Constitution Bench of the Hon'ble Supreme Court has held as under:

“We thus have three Judge Bench decisions which have taken the view that a person to be qualified to be a workman must be doing the work which falls in any of the four categories, viz, manual, clerical, supervisory or technical and two two-judge Bench decisions which have by referring to one or the other of the said three decisions have reiterated the said law. As against this, we have three three-judge Bench decisions which have without referring to the decisions in May & Baker, WIMCO and Bunnah Shell cases (supra) have taken the other view which was expressly negated, viz., if a person does not fall within the four exceptions to the said definition he is a workman within the meaning of the ID Act. These decisions are also based on the facts found in those cases. They have, therefore, to be confined to those facts. Hence the position in law as it obtains today is that a person to be a workman under the ID Act must be employed to do the work of any of the categories, viz., manual, unskilled, skilled, technical, operational, clerical or supervisory. It is not enough that he is not covered by either of the four exceptions to the definition. We reiterate the said interpretation.”

28. The issue whether an educational institution is an “**industry**”, and its employees are “**workmen**” for the purpose of the Act has been answered by a Seven Judge Bench of the Hon'ble Supreme Court way back in the year 1978 in the case of **Bangalore Water Supply and Sewerage Board vs. A. Rajappa and Ors. (1978) 2 SCC 2013**. It was held that educational institution is an

industry in terms of Section 2(j) of the Act, though not all of its employees are workmen. It was held as under:

“The premises relied on is that the bulk of the employees in the university is the teaching community. Teachers are not workmen and cannot raise disputes under the Act. The subordinate staff being only a minor category of insignificant numbers, the institution must be excluded, going by the predominant character test. It is one thing to say that an institution is not an industry. It is altogether another thinking to say that a large number of its employees are not 'workmen' and cannot therefore avail of the benefits of the Act so the institution ceases to be an industry. The test is not the predominant number of employees entitled to enjoy the benefits of the Act. The true test is the predominant nature of the activity. In the case of the university or an educational institution, the nature of the activity is, ex hypothesis, education which is a service to the community. Ergo, the university is an industry. The error has crept in, if we may so say with great respect, in mixing up the numerical strength of the personnel with the nature of the activity. Secondly there are a number of other activities of the University Administration, demonstrably industrial which are severable although ancillary to the main cultural enterprise. For instance, a university may have a large printing press as a separate but considerable establishment. It may have a large fleet of transport buses with an army of running staff. It may have a tremendous administrative strength of officers and clerical cadres. It may have karamcharis of various hues. As the Corporation of Nagpur has effectively ruled, these operations, viewed in severalty or collectively, may be treated as industry. It would be strange, indeed, if a university has 50 transport buses, hiring drivers, conductors, cleaners and workshop technicians. How are they to be denied the benefits of the Act, especially when their work is separable from academic teaching, merely because the buses are owned by the same corporate personality? We find, with all defence, little force in this process of nullification of the industrial character of the University's multi-form operations.”

29. A perusal of the above mentioned two judgments of the Hon'ble Supreme Court clearly show that the definition of “**workman**” as given in Section 2(s) of the Act has been interpreted in the most wide terms. Even otherwise the import of the provisions itself is wide ranging. It has been defined in such a way to include any person doing any manual, unskilled, skilled, technical, operational, clerical or supervisory work. Once a person is engaged for hire or reward, oblivious of the fact that whether the terms of employment are expressed or implied, a person would fall within the parameters of a “**workman**” at least for the purposes of this Act. Even if a person is working on contract it cannot be said that he does not fall within the definition of a “**workman**”. It could be that being a contractual employee his disengagement may not fall within the definition of “**retrenchment**” but the same would be dependent upon the requirements of Sub-Section (bb) of the provisions of Section 2(oo) of the Act. However, merely being a contractual employee does not mean that a person will not fall within the definition of “**workman**”. So, the petitioner being appointed as “Aaya” employed by the school, is an unskilled person, a workman for the purpose of the Act.

30. Now advertng to the merits of the case, regarding the termination of the services of the petitioner, by conducting domestic enquiry, the petitioner was levied with the following charges:—

“(a) **Non-performance of duty as per the Service Condition Rules of Conduct and Discipline for the Employees of the institutions of the Daughters of Sacred heart Educational Society, Jhansi (Sacred Heart Convent Fleur-De-Lys Dhalli), Shimla contract of employment and duty roster for the year 2014.**



- (b) **Knowingly and willfully neglecting the duties as per the duty roster of 2014, rules and also failing to adhere to the lawful reasonable orders of the superiors amounting to wilful disobedience of the orders and insubordination.**
- (c) **Absenting from service without getting the leave sanctioned as required under Rule 5 of the Service Condition Rules of Conduct and Discipline for the employees of the Institution of the Daughters of Sacred Heart Education Society, Jhansi (Sacred Heart Convent Fleur-De-Lys Dhalli), Shimla w.e.f. 10.1.2015 till the issuance of chargesheet amounting to absence from duty and neglect of work.**
- (d) **Disobedience of lawful and reasonable orders of superiors to be present on 12.1.2015 for being medically examined by the medical practitioner who is on the roll of the school management i.e and insubordination and in respect of the problem of kidney as pointed out by you.**
- (e) **Raising of false frivolous and vexatious demand notice regarding the illegal termination from school in order to be little image of the school and submitting false and frivolous facts which amounts to conduct involving moral turpitude and making false and frivolous submissions.**
- (f) **Refusal to receive official letter dated 13.1.2015 amounting to misconduct."**

31. Now, I would like to reproduce the provisions of clauses 6.3 (a) (e) and

(i) of Model Standing Orders, which reads as under:

**"6.3 The following acts and omissions shall be treated as misconduct:**

- (a) wilful insubordination, disobedience, whether alone or in combination with others to any lawful and reasonable order of a superior.
- (e) Habitual absence without leave or absence without leave for more than 10 days:
- (i) Habitual negligence or neglect of work."

32. Similarly, I would like to reproduce the provisions of clauses 5.2 and 5.38 of the Service Condition Rules of the respondent which reads as under:—

**No employee shall :**

**5.2 An employee is liable to all the holidays notified in the institution's calendar. But it is to be clearly understood that if the Principal asks the employee to come on a holiday to attend a meeting or for any other purpose connected with the institution, the employee is bound to come, notwithstanding the fact that it is a holiday.**

**5.38 Be guilty of, or encourage violence or any conduct which involves moral turpitude".**

33. Mainly, there are two questions arose in the given facts & circumstances of the case **Firstly**, that whether the domestic enquiry conducted by the Enquiry Officer is legal and justified? **Secondly**, whether the punishment imposed regarding the removal/dismissal of the petitioner on the basis of enquiry report is factually correct or legally justified?

34. Coming over to the first question, there are undisputed facts that the domestic enquiry conducted by the Enquiry Officer (RW-2) and other relevant material placed on record qua the termination of the service of the petitioner to the charges levied against her to the charge-sheet framed therein, which is in violation of principles of natural justice. To pose an answer to the said contention, it is settled proposition of law that whenever a case of dismissal or discharge of an employee is referred for adjudication the Labour Court or Tribunal who first of all to decide whether the domestic enquiry has violated the principles of natural justice or not? Where there is no domestic enquiry or defected enquiry is admitted by the respondent there will be no difficulty. It would be matter is controversy between the parties, that question must be resolved by the Labour Court/Tribunal. Though, such an issue be treated as preliminary issue as held in catena of decisions, whether the domestic enquiry has violated the principles of natural justice.

35. Learned Counsel for the petitioner argued before me that the signatures of the parties were obtained on each and every date of hearing and zimini orders of the proceedings. No opportunity was afforded to appoint defence assistant and mere ritualistic formality was performed to put certain suggestions in the name of cross- examination of witness, examined during the domestic enquiry. Again, it is argued that the Enquiry Officer shared the office with one the Advocate Ms. Veena Sood who had instituted a Civil Suit for respondent in the Civil Court. There was undue pressure much less to the coercion, for obtaining the signatures of the petitioner to the enquiry proceedings and so on.

36. The submissions made before me by Learned Counsel for the petitioner is not at all acceptable. Rather, I am astounded to see such like submission raised by the Learned counsel for the petitioner. It is admitted that no strict rules of evidence are applicable to domestic enquiry. Sole determinative factor is compliance or non-compliance of principles of natural justice. Factually speaking, principles of natural justice basically emanates from the actual position “adi-aultern-parterm” or say “opportunity of being heard”. The principles of natural justice would therefore depend upon the facts and circumstances of each particular case. In this case, the petitioner was appointed as an “Aaya” and she was confirmed as regular employee of respondent on 1.4.2013. She was served show cause notice dated 24.1.2015 and domestic enquiry was initiated against her on 30.3.2015. On the basis of enquiry report she was terminated on 28.8.2015. The petitioner also raised demand charter dated 14.10.2014. All the dates mentioned herein are quite relevant. I have taken myself through enquiry report and all its connecting documents. The actual and factual matrix arrived on record that the petitioner conveyed all the information. She participated in the enquiry. She offered her explanation. Her version was recorded. Consequently, I am of the considered opinion that it cannot be said that conducting of enquiry or framing of charge by the concerned authority for acted in violation of principles of natural justice. In my humble opinion, the manner in which the enquiry was conducted as a result of which the action has been taken against her cannot be condemned as bad being in violation of principles of natural justice. Had it been so, denial of facts or refusal to give an opportunity to cross-examine the person or denial of opportunity to rebut the facts, then the matter would have been different. But such is not the case before the Tribunal.

37. Secondly, this Tribunal is to determine that whether the penalty of termination/ dismissal of the petitioner from service *vide* termination order dated 28.8.2015 to the chargesheet levied against her, is in according to the principle of proportionaty or not. The principle proportionaty concerning with the process, method, manner or procedure in which the authority reached to a conclusion or arrived at just decision. This is to quantifies punishment once the charges of misconduct proved. Such discretion power is expressed to the rectification or intervention by the Court if exercised in a manner out of per-potion. In the present case, the passing of an order of termination of services of the petitioner on the ground of charges of misconduct or misbehavior, shall be termed to be totally inconsistent and not at all commensurate with the penalty

imposed. The misconduct or misbehavior as so alleged in the present case does not embark upon the authority to snatch the bread and butter of an employee by passing such an harsh or oppressive decision, so submitted attains the petitioner asking the staff to get down from the vehicle in a mid-way prior to alighting them at their destination or misbehaving with a business man or third person outside the school campus does not at all warranted the order of dismissal.

38. In the case in hand, one of the charge levied upon the petitioner is absenteeism from work without prior permission. So far as concerning the plea of management regarding the absenteeism or an abandonment of job by the petitioner claimant is concerning, in order to substantiate such a plea, the respondent management has not tendered any iota of evidence of document on record. The Industrial Tribunal Act, 1947 has nowhere defined the term “**absenteeism**” or “**abandonment**”, the same is a question of fact, to be decided on the facts and circumstances of each case. The crux of the matter is that the onus lies heavily on the employer and not upon the employee to prove the plea of absenteeism or abandonment. Such plea of absenteeism or abandonment would depend upon the intention as to whether the employee intend to do work or relinquish job. In this case, the petitioner has raised the plea that the respondent did not allowed her to join the duties. She had appeared at work place with intention to work but she was not allowed to do work. On the contrary, the respondent submitted that the petitioner remained absenting herself from the work willfully for a considerable period of time. Had it been so, I failed to understand that what exactly prevented the respondent from issuing the notice to the petitioner or making a copy of absent notice sent to her home through registered or speed post, as well in order to substantiate such plea of absenteeism or abandonment. It is no longer resintergra that even in a case of unauthorized absenteeism or to prove abandonment of service on the part of the workman, the management must place on record necessary material/proof to substantiate their plea. The management required to prove that enough efforts were made by it to call upon the petitioner to resume back her duties and the petitioner/claimant has exhibited her clear reluctance for resuming back her duty.

39. *Verily*, I would like to refer to the judgment rendered by the Hon’ble Apex Court in case titled as **G. T. Lad vs. Chemicals and Fibres of India 1979 (1) SCC 590** that to constitute abandonment there must be total or complete giving up of duties so as to indicate an intention not to resume the same. Thus, whether there has been a voluntary abandonment of service or not is a question of fact which has to be determined in the light of the surrounding circumstances of each case. It must be total and under such circumstances as clearly to indicate an absolute relinquishment. The intention may be inferred from the acts and conduct of the party.

40. It has further been held by the Hon’ble Apex Court in **M/s Scooters India Ltd., Vs. M. Mohammad Yaqub 2011 (1) SCC 61** that:

“When a workman fails to report for duties, the management cannot presume that the workman has left the job despite being called upon to report failing which his name will be removed from the rolls.” It was further held that: “The principles of natural justice were required to be followed by giving opportunity to the workman. *Para 12 is relevant and is reproduced as under:*

“The question which then arises is whether the principles of natural justice were followed in this case. As has been set out herein above Mr. Swroop had submitted that the workman had been given an opportunity to join the duty and that he did not join duty even though repeatedly called upon to do so. It is contended that principles of natural justice have been compiled with in this case. However, the material on record indicates otherwise. The Labour Court in its award sets out and accepts the respondent’s case that he had not been allowed to join duty. The respondent has given evidence that even though he personally met Chief Personnel Officer, he was still not

allowed to enter the premises. The evidence is that inspite of slip Ex. W.2, he was prevented from joining duty when he attempted to join duty. The slip Ex. W.2 had been signed by the Security Inspector of the appellant. This showed that the respondent had reported for work. As against this evidence, the appellant has not led any evidence to show that the workman had not report for duty. Even, though the slip Ex. W.2 had been proved by the workman, the Security Inspector, one Mr. Shukla was not examined by the appellant. Further the evidence of the senior Time Keeper of the appellant established that the appellant had worked for more than 240 days within period of 12 calendar months immediately preceding the date of termination of service. This was proved by a joint inspector report, which was marked as Ext. 45/A. It was on the basis of this material and the evidence that the Labour Court came to the conclusion that there was retrenchment without flowing the provisions of law. As the workman was not allowed to join duty, Standing Orders 9.3.12 could not have been used for terminating his services.”

41. Now, here I would like to reproduce section 11-A of the Act, which reads as under:

**11-A. Powers of Labour Courts, Tribunals and National Tribunals to give appropriate relief in case of discharge or dismissal of workmen.** Where an industrial dispute relating to the discharge or dismissal of a workman has been referred to a Labour Court, Tribunal or National Tribunal for adjudication and, in the course of the adjudication proceedings, the Labour Court, Tribunal or National Tribunal, as the case may be, is satisfied that the order of discharge or dismissal was not justified, it may, by its award, set aside the order of discharge or dismissal and direct reinstatement of the workman on such terms and conditions, if any, as it thinks fit, or give such other relief to the workman including the award of any lesser punishment in lieu of discharge or dismissal as the circumstances of the case may require: Provided that in any proceeding under this section the Labour Court, Tribunal or National Tribunal, as the case may be, shall rely only on the materials on record and shall not take any fresh evidence in relation to the matter.”

42. It has further been held by the Hon’ble Supreme Court in case tiled as **U.B. Gadhe & Ors. Vs. G.M., Gujarat Ambuja Cement Pvt. Ltd.** Civil Appeal No. 892 of 2007 decided on 28.9.2007 that:

“The power under section 11-A imposes vide discretion which has been vested in the Tribunal in the matter of awarding relief according to the attendant facts and circumstances of the case. It is not necessary to go into in detail regarding the power exercisable under section 11-A of the Act. Power under the said provision of law has to be exercised judiciously and the Industrial Tribunal or the Labour Court, as the case may be, is expected to interfere with the decision of a management under Section 11-A of the Act only when it is satisfied that punishment imposed by the management is wholly and shockingly disproportionate to the degree of guilt of the workman concerned. To support its conclusion, the Industrial Tribunal or the Labour Court, as the case may be, has to give reasons in support of its decision. The power has to be exercised judiciously and mere use of the words ‘disproportionate’ or ‘grossly disproportionate’ by itself will not be sufficient.

43. Thus, keeping in view the law laid down by the Hon’ble Apex Court (supra), and also in view the peculiar facts and circumstances of the case, I am of the firm opinion that the quantum of punishment imposed upon the petitioner was too harsh and wholly disproportionate, the punishment of dismissal of the services of petitioner w.e.f. 28.8.2015 is hereby set aside and

quashed and the petitioner is ordered to be reinstated in service, forthwith, with seniority and continuity.

44. Now, the question which arises for consideration, before this Court is as to whether the petitioner is entitled to full back wages as contended by the learned counsel for the petitioner. In **(2009) 1 SCC 20, Kanpur Electricity Supply Company Limited Vs. Shamim Mirza**, the Hon'ble Apex Court has held that once the order of termination of services of an employee is set-aside, ordinarily, the relief of reinstatement is available to him. However, the entitlement of an employee to get reinstated does not necessarily result in payment of full or partial back-wages, which is independent of reinstatement. It has further been held by the **Hon'ble Apex Court in 2010 (1) SLJ S.C 70, M/s Ritu Marbals Vs. Prabhakant Shukla** that full back wages cannot be granted mechanically, upon an order of termination be declared illegal. It is further held that reinstatement must not be accompanied by payment of full back wages even for the period when the workman remained out of service and contributed little or nothing to the Industry.

45. Moreover, the petitioner was under an obligation to prove by leading cogent evidence that she was not gainfully employed after the termination of her services. The initial burden is on the workman/employee to show that she was not gainfully employed as held by the **Hon'ble Apex Court in (2005) 2 Supreme Court Cases 363 titled as Kendriya Vidyalaya Sangathan and another Vs. S.C Sharma** that:

**16. "When, the question of determining the entitlement of a person to back- wages is concerned, the employee has to show that he was not gainfully employed. The initial burden is on him. After and if he places materials in that regard, the employer can bring on record materials to rebut the claim"** No longer res-integra it is, the enunciation on the point of law, as observed and rendered in the decisions, cited supra, relied upon by the Ld. Counsel for the parties, however, it is a matter of common parlance that every dispute has its own peculiar facts and circumstances. The decisions to be arrived at, as to settle down the controversy in a dispute, depend upon its own merits.

46. For the foregoing reasons, the petitioner has failed to discharge her burden by placing any material on record that she was not gainfully employed after her termination/ disengagement. Therefore, in the stated legal position mentioned herein *ibid*, I find that the respondent was not at all justified in passing the termination order dated 28.8.2015. In view of the entire evidence, on record, coupled with the rulings (*supra*), I have no hesitation in holding that the petitioner is entitled for **reinstatement in service with continuity and seniority. However, the petitioner is not entitled to any back-wages.** Hence, both these issues are decided accordingly.

*Issue No. 3.*

47. In support of this issue, no evidence has been led by the respondent. However, the petitioner has filed this claim petition pursuant to the reference made by the appropriate government to this Court for adjudication. I find nothing wrong with this petition which is legally maintainable. Accordingly, this issue is decided in favour of the petitioner and against the respondent.

## RELIEF

48. As a sequel to my above discussion and findings on issues no.1 to 3, the claim of the petitioner succeeds and is hereby partly allowed and the petitioner is ordered to be **reinstatement in service forthwith with seniority and continuity.** However the petitioner is not entitled to back

wages and as such the reference is answered in favour of the petitioner and against the respondent. Let a copy of this award be sent to the appropriate government for publication in official gazette. File, after completion, be consigned to records. Ordered accordingly.

Announced in the open Court today this 18<sup>th</sup> day of September, 2021.

Sd/-  
( RAJESH TOMAR )  
*Presiding Judge,*  
*Industrial Tribunal-cum- Labour Court, Shimla.*

**BEFORE SHRI RAJESH TOMAR PRESIDING JUDGE HP INDUSTRIAL TRIBUNAL  
-CUM-LABOUR COURT, SHIMLA**

Reference Number : 69 of 2017  
Instituted on : 3-5-2017  
Decided on : 18-9-2021

H.P. Tibant Kumar s/o Shri Nokhu Ram r/o Village & P.O Nanj, Tehsil Karsog, District Mandi . .Petitioner.

*VERSUS*

The Sacred Heart Convent Fleur De lys Dhalli, Shimla 12, through Principal.

. .Respondent.

**Reference under Section 10 of the Industrial Disputes Act, 1947.**

For the Petitioner : Shri Hitender Thakur, Advocate

For the Respondent : Shri Rahul Mahajan, Advocate

**AWARD**

The reference for adjudication, received from the Appropriate Government, is as under:

**“Whether termination of the services of Shri Tibant Kumar s/o Shri Nokhu Ram r/o Village & P.O Nanj, Tehsil Karsog, District Mandi H.P. who was employed as driver by the Principal, Sacred Heart Convent School Dhalli, Shimla H.P. w.e.f. 28.8.2015 allegedly, without complying with the provisions of the Industrial Disputes Act, 1947 is legal and justified? If not, what amount of back- wages, seniority, past service benefits and compensation the above ex-worker is entitled to from the above employer?”**

2. On receipt of reference from the Appropriate Government, notices were issued to the concerned parties in pursuance to which the petitioner has filed her statement of claim.

3. Succintly, the case of the petitioner is that he was engaged as driver on daily wage basis in the month of December, 2007 by the respondent. The service conditions were changed by

assigning other work including opening gate, dusting of office and class room and staff room, checking the work of other employees. In the month of October, 2014, the petitioner and other class-IV employees formed a union namely "All forth class employees and domestic members of Sacred Heart Convent School, Dhalli, Shimla and submitted a demand charter qua the harassment at working place through the aforesaid workers union to the Labour Commissioner. Both the parties were called by the Conciliation Officer. During the pendency of conciliation proceedings, show cause notice and chargesheets were issued and thereafter vide order dated 28.8.2015, the services of the petitioner and other employees were terminated. The termination is in gross violation of the principles of natural justice. The enquiry officer has acted illegally and arbitrarily against the petitioner and submitted the enquiry report. The impugned order of termination is against the mandatory provisions of sections 25-F, 25-G and 25-H of the Industrial Disputes Act, 1947 (hereinafter to be referred as the Act). The services of the petitioner have been terminated without paying gratuity, compensation and other admissible benefits. The petitioner is un-employed. Thus the following relief clause has been prayed for:

**That the impugned order of termination dated 28.8.2015, be quashed and the respondent may kindly be ordered to re-engage the petitioner/workman w.e.f. the date of illegal termination with full back-wages and interest @ 18% and all other consequential benefits. It is further prayed that other order as deemed fit and proper in the facts and circumstances of the case may also be passed in favour of the petitioner/workman in the interest of justice.**

4. Notice has been issued to which the respondent filed the reply to the statement of claim thereby raising preliminary objections of maintainability, dismissed w.e.f. 28.8.2015 after conducting just, fair and proper domestic enquiry in respect of misconduct levied vide charge-sheet dated 25.2.2015, petitioner is gainfully employed and the Appropriate Government has not referred the dispute in a just and proper manner for adjudication.

5. On merits, it is submitted that the petitioner was initially appointed on 1.4.2008. The services of the petitioner were confirmed on 1.4.2012. The services of the petitioner were dismissed on 28.8.2015 in respect of the misconduct levied vide chargesheet dated 25.2.2015 which stood proved in domestic enquiry. There was no union in the respondent school. The letter dated 14.10.2014, cannot be treated as demand charter. In fact, the petitioner was charge-sheeted on 25.2.2015 and before chargesheet, show cause notice dated 29.1.2015 was issued. It is incorrect that the terms and conditions of the services of the petitioner and other employees were changed. The enquiry report is the detailed reasoned report and 2<sup>nd</sup> show cause notice was issued. The enquiry was conducted by the enquiry officer as per the principles of natural justice, fair hearing and procedure prescribed under the Model Standing Orders. It is submitted that the dismissal order has been passed by conducting just, fair and proper domestic enquiry, hence, the question of re-instatement of the petitioner with continuity, seniority and back-wages, does not arise. It is prayed that the petition may kindly be dismissed.

6. While filing rejoinder, the petitioner controverted the averments made thereto in the reply and reaffirmed and reiterated the contents those in the statement of claim.

7. On elucidating the pleading of parties, the following issues were struck down by my Learned Predecessor for its final determination vide Court order dated 18.5.2018.

9. Whether the termination of the services of the petitioner by the respondent w.e.f. 28.8.2015 without complying with the provisions of Industrial Disputes Act, 1947 is illegal and unjustified as alleged? ...*OPP.*
10. If issue no.1 is proved in affirmative to what relief of service benefits the petitioner is entitled? ...*OPP.*

11. Whether the petition is neither competent nor maintainable as alleged?

...*OPR.*

12. Relief

8. Henceforth, parties to the dispute were asked to adduce oral as well as documentary evidence in support of their respective claims or issues so framed.

9. I have given my best anxious considerable thought to the respective submissions of the Learned Counsel for the petitioner, as well Learned Counsel for the respondent and have also scrutinized the entire case record with minute care, caution and circumspection.

10. For the reasons to be recorded hereinafter, while discussing the aforesaid issues, my findings on the aforesaid issues are as follows:

*Issue No. 1* : Yes.

*Issue No. 2* : Entitled to reinstatement with seniority and continuity but without back-wages.

*Issue No. 3* : No.

*Relief* : Reference partly answered in favour of the petitioner as per operative part of the Award.

### REASONS FOR FINDINGS

#### ISSUES NO. 1 & 2.

11. Both these issues are intermingled and inter connected, as mutually existed and required the common appreciation of evidence, being taken up together for the purpose of their determination and adjudication.

12. At the very inception, there is no denial of the fact that the relationship of the petitioner having been engaged/appointed as a driver by the respondent on temporary basis subject to certain terms and conditions as mentioned in the appointment letter (RW-1/D). One of the term and condition laid therein that he will comply with the rules and regulations of the society in force diligently, faithfully and exclusively employ himself on school work during his service in the school. It is also stipulated that the appointment is terminable by the management without assigning any reason after giving one month's notice. Similarly, he will be required to give one month's notice before leaving the service. In the appointment letter, it is reflected that he has been appointed by the management as driver-cum- school work. The services of the petitioner were confirmed vide letter dated 1.4.2012 (PW-2/B), which is not in dispute. It has been mentioned therein that all other terms and conditions as contained in the Service Rule, Code of Conduct, Service Agreement and Letter of Appointment remained unaltered. There is again no denial to the fact that as per the duty roster (Mark A), the petitioner was asked to remain present in the office from 7: 30 AM to 5:00 PM, describing therein the detail of works such as opening the main gate, dusting the office and class room etc. It is equally not in dispute that vide order dated 28.8.2015 (PW-2/C), the services of the petitioner were terminated by conducting domestic enquiry on the ground of misconduct and misbehavior. As per the reference, received from the Appropriate Government, this Tribunal needs to determine and adjudicate that the termination of the services of the petitioner w.e.f. 28.8.2015 allegedly without complying with the provisions of the Act. In the back-drop of the aforesaid events as well admitted position, on record, the claim of the petitioner requires to be adjudicated with a view to determine whether the petitioner is entitled for the relief of reinstatement, seniority and continuity with full back-wages including compensation as claimed by him?.



13. In the petitioner's evidence, Shri Sohan Lal Jalota, Labour Inspector (PW-1), stepped into the witness box and deposed that vide demand charter dated 14.10.2014, the Labour Commissioner had written a letter (PW-1/B) to Labour-cum-Conciliation Officer, Shimla. The conciliation proceedings started on 11.12.2014 and continued till 22.7.2015.

14. In cross-examination, he admitted that the respondent had filed reply (DX) to the demand charter dated 14.10.2014.

15. The petitioner namely Shri Tibant Kumar examined himself as PW-2 and filed his affidavit (PW-2/A), in evidence. In his affidavit, he reiterated the contents of his statement of claim. He also filed documents purportedly in support of his claim i.e confirmation letter (PW-2/B), termination letter (PW-2/C), duty roster (Mark-A) and log book (Mark B).

16. In the cross-examination, he denied that the complaint dated 14.10.2014 (PW-1/A) was sent only to the Labour Commissioner and not to the school authorities. He admitted that show cause notice dated 29.1.2015 (RX) was issued to him and he had filed reply (RX-1) to the same. He further admitted that chargesheet dated 25.2.2015 (RX-3) was issued to him and its Hindi version was also given to him. He admitted that he had filed reply (RX-4) to the chargesheet. He also admitted that Ms. Sunita Sood was appointed as Enquiry Officer vide letter dated 30.3.2015 (RX-5) and he was also intimated about the appointment of Enquiry Officer. He admitted that he participated in the enquiry on each and every date. He further admitted that he had not made any written complaint to the labour authorities and school authorities that he was not allowed to cross-examine the management witnesses. He admitted that his services were terminated on 28.8.2015. He expressed his ignorance that the failure report was sent by the Labour Officer to the Appropriate Government on 11.8.2015. He admitted that he had received the list of witnesses and documents which were demanded by him. He admitted having issued the 2<sup>nd</sup> show cause notice dated 21.8.2015 to him. He also admitted that he had not written any letter regarding the change in his service conditions prior to 14.10.2014. He admitted that he had received letters dated 25.5.2015 (RX-8) and 28.4.2015 (RX-9). He expressed his ignorance that the wages to him were paid by the school over and above the minimum wages prescribed by the State Government for his trade. He had not submitted any application for his employment as a driver. He denied that enquiry against him was conducted as per the Model Standing orders and as per the principles of natural justice.

17. On the other hand, the respondent in support of their contention, existing in the reply, has relied upon the testimony of its school Coordinator Smt. Gurmeet Sethi (RW-1) and tendered in evidence her affidavit (RW-1/A). Reliance has been placed on various documents i.e authority letter (RW-1/B), leave service rules (RW-1/C), letter dated 1.4.2010 (RW-1/D), enquiry proceedings (RW-1/E), model standing order (RW-1/F), second show cause notice (RW-1/G), dismissal letter (RX-7) and reply to demand notice (RW-1/H).

18. In the cross-examination, she admitted that the petitioner used to do other work, besides driver, in the school. She denied that the petitioner and other workers formed a union in the school in the year 2014 and the petitioner was the Secretary of the union. She admitted that there was no written order to the petitioner as to where he used to leave the teacher and the management committee member on 6.12.2014. She further admitted that as per duty roster (Mark-A), no such assignment is reflected. She denied that the proceedings had been initiated against the petitioner as he had formed a union in the school and also raised a demand charter. She further denied that the enquiry was conducted with a malafide intention because of the complaint made by the workers on 14.10.2014. She admitted that a letter dated 25.8.2015 (Mark A-5) was sent by the petitioner asking for time to file reply to the 2<sup>nd</sup> show cause notice. She denied that the punishment imposed upon the petitioner was disproportionate to the misconduct alleged to the petitioner.

19. The Enquiry Officer Ms. Sunita Sood, Advocate appeared in to the witness box as RW-2 and tendered in evidence affidavit (RW-2/A). She proved the enquiry proceedings (RW-2/B), forwarding letter (RW-2/C) and appointing letter (RW-2/D).

20. In the cross-examination, she stated that she had not explained the procedure to be followed in conducting the enquiry. She admitted that she had not recorded the statement of the petitioner on 30.3.2015 that he does not want a defence assistant. However, she admitted that on 10.4.2015, it has been reflected that the petitioner wants the services of a defence assistant. She denied that since she was not cooperating with the petitioner, he had sought the change of the enquiry officer. She admitted that on 30.3.2015, the documents have not been supplied to the delinquent. She further admitted that two zimini orders have been passed on the same dated i.e on 10.4.2015. She admitted that an application (RX-9) was filed by the petitioner seeking certain documents was filed by the petitioner in April, 2015. She admitted that she used to take their signatures even on the proceedings in which she was absent. She denied that the signatures of the petitioner was taken under pressure by her. She denied that she had allowed the presenting officer to tender fresh documents at the time of the evidence of the management and that the copy of the said documents has not been supplied to the petitioner. She further denied that no opportunity of cross-examine the witnesses was afforded to the petitioner. She also denied that no reasoning had been assigned by her to hold the petitioner guilty.

21. Before advertng to the rival legal contentions advanced on behalf of the parties, it is important to consider the relevant provisions of the Act in play in the instant case.

**The Industrial Disputes Act, 1947, is:**

**“An act to make provision for the investigation and settlement of industrial disputes, and for certain other purposes”**

**Section 2(s) defines a Workman as:**

**“2(s). “workman” means any person (including an apprentice) employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be express or implied, and for the purposes of any proceeding under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharge or retrenched in connection with, or as a consequence of, that dispute, or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person—**

- (i) who is subject to the Air Force Act, 1950 (45 of 1950), or the Army Act, 1950 (46 of 1950), or the Navy Act, 1957 (62 of 1957); or
- (ii) who is employed in the police service or as an officer or other employee of a prison; or
- (iii) who is employed mainly in a managerial or administrative capacity; or
- (iv) who, being employed in a supervisory capacity, draws wages exceeding [ten thousand rupees] per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature]”

**Section 2(oo) lays down the concept of retrenchment as:**

**“Retrenchment means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include—**

- (a) voluntary retirement of the workman;
- (b) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf;
- (bb) termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein;”
- (ci) termination of the service of a workman on the ground of continued ill-health.

22. Shri Hitender Thakur, Learned Counsel appearing on behalf of the petitioner contended that the petitioner was subjected to victimization. During the pendency before the Conciliation Officer, his services were terminated. The order of termination is arbitrary and capriciously passed by the respondent. The mandatory provisions of law were not adhered to. He had carried me through enquiry proceedings and contended that the proceedings were not conducted in a fair and impartial manner. There was delay in reporting the matter. The alleged misconduct of misbehavior was a deliberate attempt on the part of the respondent to do away with the services of the petitioner. The relevant clause for which the petitioner was charge-sheeted and his services were terminated were also read over by the Ld. Counsel. The conducting of an enquiry is an empty formality as the respondent was bent upon to terminate the services of the petitioner. Besides this, the Learned counsel for the petitioner seeks assistance from the applicability of doctrine of proportionately as the order of termination passed by the respondent is on the higher side. Reliance is placed on decisions of Hon'ble Supreme Court titled as **Mahendra Singh Dhantwal Vs. Hindustan Motors Ltd and Ors. Civil Appeal No. 2574 of 1972 decided on 7.5.1976, Jaipur Zila Sahakari Bhoomi Vikas Bank Ltd Vs. Ram Gopal Sharma and Ors (2002) 2 SCC 244, U.P State Road Transport Corporation Vs. Subhash Chandra Sharma and ors, C.A No. 2128 of 2000 arising out of SLP (C ) No. 1920 of 1999 decided on 15.3.2000, BSNL Vs. Bhurumal Civil Appeal No. 10957 of 2013 arising out of SLP (Civil) No. 14572 of 2012 decided on 11.12.2013 and Krishan Singh Vs. Executive Engineer, Haryana State Agricultural, Marketing Board, Tohtak (Haryana) Civil Appeal No. 2335 of 2010 (Arising out of SLP (C ) No. 11487 of 2009) decided on 12.3.2010.**

23. Per contra, Shri Rahul Mahajan, Learned Counsel appearing on behalf of the respondent vociferously argued that there was no change in the service conditions. Ld. Counsel had carried me through the relevant provisions of law. There was no dispute pending on 28.8.2015 at the time of passing termination order. There is a distinction between demand charter and demand notice. Issuance of show cause notice and conducting of enquiry to the charge-sheet duly served upon the petitioner regarding the violation of Model Standing Orders and Service Condition Rule. The enquiry was conducted in fair and impartial manner. No strict rule of evidence are applicable. There is no violation of principles of natural justice. It is neither pleaded nor proved by the petitioner that there was any malice, prejudices and biasness which shall vitiate the enquiry. Learned Counsel for the respondent also argued that the doctrine of proportionately have no role to play in the given situation.

24. It is again argued that the domestic enquiry had charge- sheet has been duly proved. The punishment is proper. No interference is required. Similarly, compensation in lieu of

reinstatement and back-wages, entitlement thereto, the initial burden lies upon the petitioner to plead and prove. Tribunals and Labour Courts cannot go beyond the terms of reference. Learned Counsel for the respondent placed reliance on the catena of decisions of Hon'ble Apex Court titled as **Deputy Commissioner, Kendriya Vidyalaya Sangathan and Ors. (2013) 10 SCC 106, A.S Motors Pvt. Ltd., Vs. Union of India and Ors. (2013) 10 SCC 114, Hombe Gowda Educational Trust and Anr. Vs. State of Karnataka and Ors. (2006) 1 SCC 430, D.G Railway Protection Force and Ors. Vs. K. Raghuram Babu (2008) 4 SCC 406, N. Kalindi and Ors. Vs. Tata Locomotive & Engineering Co. Ltd. (1960) 3 SCR 407, L. K Verma Vs. HMT Ltd and another (2006) 2 SCC 269, Punjab Electricity Board and Ors. Vs. Harvinder Singh (2006) 2 SCC 279, State bank of Patiala and Ors Vs. S.K Sharma (1996) 3 SCC 364, K.L Tripathi Vs. State Bank of India and Ors. (1984) 1 SCC 43, State of Haryana and Anr. Vs. Rattan Singh (1977) 2 SCC 491, Kendriya Vidyalaya Sangathan and Another Vs. S.C Sharma (2005) 2 SCC 363, Dehli Transport Corporation Vs. Ramesh Chand (2015) 16 SCC 227, Management of Regional Chief Engineer, Public Health and Engineering Department, Ranchi Vs. Their workmen represented by District Secretary (2019) 18 SCC 814, Divisional Controller Karnataka State Road Transport Corporation Vs. M.G Vittal Rao (2012) 1 SCC 442, Divisional Manager, Plantation Division Andaman & Nicobar Islands Vs. Munnu Barrick and Ors. (2005) 2 SCC 237, The Bhavanagar Municipality Vs. Alibhai Karimbhai and Ors. (1977) 2 SCC 350, an order passed by the Hon'ble High Court in case titled as **DAV Public School Vs. Smt. Kamal CWP No 52 of 2017 decided on 20.8.2021 and Alarsin and Alarsin Marketing Employees' Union Vs. Alarsin Pharmaceuticals and Alarsin Marketing (Private) Ltd. 2004 (3) LLN 952.****

25. I have heard Learned Counsel for the parties and gone through the case record.

26. I am unable to agree with the contention advanced by the earned counsel appearing on behalf of the respondent. The question “**who is a workman**” has been well settled by various judgments of the Hon'ble Supreme Court. In the case of **H.R. Adyanthaya vs. Sandoz (India) Ltd. (1997) 5 SCC 737**, a Constitution Bench of the Hon'ble Supreme Court has held as under:

“We thus have three Judge Bench decisions which have taken the view that a person to be qualified to be a workman must be doing the work which falls in any of the four categories, viz, manual, clerical, supervisory or technical and two two-judge Bench decisions which have by referring to one or the other of the said three decisions have reiterated the said law. As against this, we have three three-judge Bench decisions which have without referring to the decisions in **May & Baker, WIMCO and Bunnah Shell** cases (supra) have taken the other view which was expressly negated, viz., if a person does not fall within the four exceptions to the said definition he is a workman within the meaning of the ID Act. These decisions are also based on the facts found in those cases. They have, therefore, to be confined to those facts. Hence the position in law as it obtains today is that a person to be a workman under the ID Act must be employed to do the work of any of the categories, viz., manual, unskilled, skilled, technical, operational, clerical or supervisory. It is not enough that he is not covered by either of the four exceptions to the definition. We reiterate the said interpretation.”

27. The issue whether an educational institution is an “**industry**”, and its employees are “**workmen**” for the purpose of the Act has been answered by a Seven Judge Bench of the Hon'ble Supreme Court way back in the year 1978 in the case of **Bangalore Water Supply and Sewerage Board vs. A. Rajappa and Ors. (1978) 2 SCC 2013**. It was held that educational institution is an industry in terms of Section 2(j) of the Act, though not all of its employees are workmen. It was held as under:

“The premises relied on is that the bulk of the employees in the university is the teaching community. Teachers are not workmen and cannot raise disputes under the Act. The subordinate staff being only a minor category of insignificant numbers, the institution must be excluded, going by the predominant character test. It is one thing to say that an institution is not an industry. It is altogether another thinking to say that a large number of its employees are not 'workmen' and cannot therefore avail of the benefits of the Act so the institution ceases to be an industry. The test is not the predominant number of employees entitled to enjoy the benefits of the Act. The true test is the predominant nature of the activity. In the case of the university or an educational institution, the nature of the activity is, ex hypothesis, education which is a service to the community. Ergo, the university is an industry. The error has crept in, if we may so say with great respect, in mixing up the numerical strength of the personnel with the nature of the activity. Secondly there are a number of other activities of the University Administration, demonstrably industrial which are severable although ancillary to the main cultural enterprise. For instance, a university may have a large printing press as a separate but considerable establishment. It may have a large fleet of transport buses with an army of running staff. It may have a tremendous administrative strength of officers and clerical cadres. It may have karamcharis of various hues. As the Corporation of Nagpur has effectively ruled, these operations, viewed in severalty or collectively, may be treated as industry. It would be strange, indeed, if a university has 50 transport buses, hiring drivers, conductors, cleaners and workshop technicians. How are they to be denied the benefits of the Act, especially when their work is separable from academic teaching, merely because the buses are owned by the same corporate personality? We find, with all defence, little force in this process of nullification of the industrial character of the University's multi-form operations.”

28. A perusal of the above mentioned two judgments of the Hon'ble Supreme Court clearly show that the definition of “**workman**” as given in Section 2(s) of the Act has been interpreted in the most wide terms. Even otherwise the import of the provisions itself is wide ranging. It has been defined in such a way to include any person doing any manual, unskilled, skilled, technical, operational, clerical or supervisory work. Once a person is engaged for hire or reward, oblivious of the fact that whether the terms of employment are expressed or implied, a person would fall within the parameters of a “**workman**” at least for the purposes of this Act. Even if a person is working on contract it cannot be said that he does not fall within the definition of a “**workman**”. It could be that being a contractual employee his disengagement may not fall within the definition of “**retrenchment**” but the same would be dependent upon the requirements of sub-section (bb) of the provisions of Section 2(oo) of the Act. However, merely being a contractual employee does not mean that a person will not fall within the definition of “**workman**”. So, a peon/ayah/safai karamchari employed by a school, being an unskilled person, is a workman for the purpose of the Act.

29. Now advertng to the crux of the matter regarding the termination of the services of the petitioner, by conducting domestic enquiry, the petitioner was levied with the following charges:—

“(a) **Non-performance of duty as per the Service Condition Rules of Conduct and Discipline for the Employees of the institutions of the Daughters of Sacred heart Educational Society, Jhansi (Sacred Heart Convent Fleur-De-Lys Dhalli), appointment letter, contract of employment knowingly and wilfully neglecting duties as per the duty roster, rules and also failing to adhere to the lawful, reasonable orders of the superior amounting to wilful disobedience of the order of the superior and in-subordination.**

- (b) **Disobedience of lawful, reasonable orders of superior to drop Shri Vinay Chandla, Member School Management Committee at his residence in Sandal Estate, Chakkar Shimla and Ms. Poonam Sharma, Teacher at Old Bus Stand Shimla and instead asking them to get down in the midway near Auckland House, inspite of clear instructions and directions to drop them Shri Vinay Chandla, Member School Management Committee at his residence in Sandal Estate, Chakkar Shimla and Ms. Poonam Sharma, Teacher at Old Bus Stand, Shimla.**
- (c) **Not behaving properly with Shri Vinay Chandla and Ms. Poonam Sharma and your conduct being unbecoming of an employee of the Sacred Heart Convent.**
- (d) **Misbehaved with the Partner of Munshi Ram Nanak Chand on 18.12.2014 in connection with the school work (when on 18.11.2014 went to collect the food stuff ordered for the school).**
- (e) **Breach and non-adherence to the rules i.e Clauses 5.22, 5.38 and 5.47 of the Service Condition Rules of Conduct and Discipline for the Employees of the Institutions of the Daughters of Sacred Heart Educational Society, Jhansi (Sacred Heart Convent Fleur-De-Lys Dhalli), and under clauses 16 (3) (a) (g) and (i) of the Model Standing Orders framed under Industrial Employment H.P. Rules, 1973 and negligence towards performing of duties/works assigned by the management of Sacred Heart Convent School, Dhalli".**

30. Now, I would like to reproduce the provisions of clauses 16 (3) (a) (g) (i), of Model Standing Orders, which reads as under:

**"16 (3) The following acts and omissions shall be treated as misconduct:**

- (b) wilful insubordination, disobedience, whether alone or in combination with others to any lawful and reasonable order of a superior.**
- (g) Habitual breach of any law applicable to the establishment:**
- (j) Habitual negligence or neglect of work."**

31. Similarly, I would like to reproduce the provisions of clauses 5.22, 5.38 and 5.47 of the Service Condition Rules of the respondent which reads as under:—

**No employee shall:**

**5.22 knowingly or willingly neglect his/her duties.**

**5.38 Be guilty of, or encourage violence or any conduct which involves moral turpitude.**

**5.47 Abide by the rules and regulations of the institution and also show due respect to the constituted authority."**

32. In this case, the alleged misconduct and misbehavior is with regard to the dropping of two persons namely Shri Vinay Chandla and Ms. Poonam Sharma near Auckland House in spite of clear directions to drop them to their places. Secondly the petitioner misbehaved with one of the partner of Munshi ram Nanak Chand on 18.12.2014 such act of the petitioner is not adherence of the Rules. The relevant portion of log book (Mark B) clearly shows that the petitioner drew the vehicle to Auckland House on many occasions. The alleged incident is of 6.12.2014 whereas the

matter was reported to the authorities on 9.12.2014. It is not proved that as far as the misconduct of the petitioner by dropping Shri Vinay Chandla and Ms. Poonam Sharma at Auckland House instead of their destinations, the question arise whether such an incident face rise to the alleged misconduct or misbehavior which allegedly caused by the petitioner with one Shri Munshi Ram Nanak Chand paving the way for his alleged termination/disengagement from service which cannot be said to be legal and justified particularly for the reason that during the pendency of the proceedings before the Conciliation Officer, the alleged incidents were in the shape of camouflage treated by the respondent to terminate his services. Similarly, on account of the previous conduct of the petitioner the alleged termination is not warranted. In fact, it is for the sake of argument the petitioner had been found to be guilty of misconduct and misbehavior and the chargesheet served upon the petitioner by calling his reply and after conducting domestic enquiry by appointing an Enquiry Officer in accordance with Rule and Guidelines, the penalty imposed upon the petitioner is not at all commensurate with the charges levied against the petitioner. In the instant case even from the statements of RW-1 and RW-2, it is abundantly clear that the petitioner was not at all was habitual for misconduct and misbehavior. It has been held by the Hon'ble Apex Court in case titled as **Management of Sundaram Industries Ltd. Vs. Sundaram Industries Employees Union arising out of Civil Appeal No. 11016 of 2013 decided on 13.12.2013** that:

**“Even assuming that the finding regarding the commission of misconduct is left undisturbed, the circumstances in which the workmen are alleged to have disobeyed the instructions issued to them did not justify the extreme penalty of their dismissal. At any rate, the Labour Court having exercised its discretion in setting aside the dismissal order on the ground that the same was disproportionate, the High Court was justified in refusing to interfere with that order under Article 226 of the Constitution. There is in any event no compelling reason for us to invoke our extraordinary power under Article 136 of the Constitution or to interfere with what has been done by the two Courts below. But for the fact that there is no appeal or challenge to the denial of full back wages to the workmen, we may have even interfered to award the same to the workmen. Be that as it may, this appeal is destined to be dismissed and is, hereby, dismissed with costs assessed at Rs.25,000/-.**

33. Mainly, there are two questions arose from the given facts & circumstances of the case firstly that whether the domestic enquiry conducted by the Enquiry Officer is legal and justified? Secondly, whether the punishment imposed regarding the removal/dismissal of the petitioner on the basis of enquiry report is factually correct or legally justified.

34. Coming over to the first question, there are undisputed facts that the domestic enquiry conducted by the Enquiry Officer (RW-2) and other relevant material placed on record qua the termination of the service of the petitioner to the charges levied against him to the charge-sheet framed therein, which is in violation of principles of natural justice. To pose an answer to the said contention, it is settled proposition of law that whenever a case of dismissal or discharge of an employee is referred for adjudication the Labour Court or Tribunal who first of all to decide whether the domestic enquiry has violated the principles of natural justice or not? Where there is no domestic enquiry or defected enquiry is admitted by the respondent there will be no difficulty. It would be matter is controversy between the parties, that question must be resolved by the Labour Court/Tribunal. Though, such an issue be treated as preliminary issue as held in catena of decisions, whether the domestic enquiry has violated the principles of natural justice.

35. In the instant case, it is argued by the Learned Counsel for the petitioner that the signatures of the parties were obtained on each and every date of hearing and zimini orders of the proceedings. No opportunity was afforded to appoint defence assistant and mere ritualistic formality was performed to put certain suggestions in the name of cross-examination of witness,

examined during the domestic enquiry. Again, it is argued that the Enquiry Officer shared the office with one the Advocate Ms. Veena Sood who had instituted a Civil Suit for respondent in the Civil Court. There was undue pressure much less to the coercion, for obtaining the signatures of the petitioner to the enquiry proceedings and so on.

36. Verily, I am not able to cope with the contention of Learned Counsel for the petitioner. I am astounded to see such like submission raised by the Learned counsel for the petitioner. Here, I am in full consonance with the contention of Mt. Mahajan, Learned Counsel for the respondent who assessed that the relevant rules of provisions which were set out herein before and the parties levied against the petitioner were duly complied with. It is admitted that no strict rules of evidence are applicable to domestic enquiry. Sole determinative factor is compliance or non-compliance of principles of natural justice. Factually speaking, principles of natural justice basically emanates from the actual position “adi-aultern-parterm” or say “opportunity of being heard”. The principles of natural justice would therefore depend upon the facts and circumstances of each particular case. In this case, the petitioner was appointed on 1.4.2008 and he was confirmed as regular employee of respondent on 1.4.2012. He was served show cause notice dated 29.1.2015 and domestic enquiry was initiated against him on 16.3.2015. On the basis of enquiry report he was terminated on 28.8.2015. The petitioner also raised demand charter dated 14.10.2014. All the dates mentioned herein are quite relevant. I have taken myself through enquiry report and all its connecting documents. The actual and factual matrix arrived on record that the petitioner conveyed all the information. He participated in the enquiry. He offered his explanation. His version was recorded. Consequently, I am of the considered opinion that it cannot be said that conducting of enquiry or framing of charge by the concerned authority for acted in violation of principles of natural justice. In my humble opinion, the manner in which the enquiry was conducted as a result of which the action has been taken against him cannot be condemned as bad being in violation of principles of natural justice. Had it been so, denial of facts or refusal to give an opportunity to cross-examine the person or denial of opportunity to rebut the facts, then the matter would have been different. But such is not the case before the Tribunal.

37. Secondly, this Tribunal is to determine that whether the penalty of termination/ dismissal of the petitioner from service vide termination order dated 28.8.2015 to the chargesheet levied against him, is in according to the principle of proportionaty or not. The principle proportionaty concerning with the process, method, manner or procedure in which the authority reached to a conclusion or arrived at just decision. This is to quantifies punishment once the charges of misconduct proved. Such discretion power is expressed to the rectification or intervention by the Court if exercised in a manner out of per-potion. In the present case, the passing of an order of termination of services of the petitioner on the ground of charges of misconduct or misbehavior, shall be termed to be totally inconsistent and not at all commensurate with the penalty imposed. The misconduct or misbehavior as so alleged in the present case does not embark upon the authority to snatch the bread and butter of an employee by passing such an harsh or oppressive decision, so submitted attains the petitioner asking the staff to get down from the vehicle in a mid-way prior to alighting them at their destination or misbehaving with a business man or third person outside the school campus does not at all warranted the order of dismissal.

38. None the less, it is not at all a case of drunkenness or elusiveness, absenteeism or misconduct or misbehavior within the school campus with the Principal, Teachers, Students etc. Neither it is a case of rash or negligent driving nor remissness's or recklessness in official duty or wilful neglect, moral turpitude or habitual or repeated violations. Simple on this score that mere indecent behavior or callousness attitude which vicissitude amongst the general public outside the school premises or campus and subsequently not alighting the staff to their destination or subsequently leading to the non-adherence or dis-obedience emanating to misconduct or misbehavior so alleged by the petitioner. Such an act conduct or behavior from the petitioner



cannot call into question to just through him on the road by passing order of dismissal/termination from confirmed service. In my humble opinion the act and conduct on the part of the petitioner subjected to conducting of domestic enquiry, the culminating into gravest or harsh punishment of dismissal of termination from service vis-à-vis the allegations put forth by chargesheet levelling charges therein to the relevant provisions of the Standing Orders or Rules of Conduct are not inconsonance with each other. Such being the situation, in the given facts and circumstances, this Tribunal reaches to its inescapable conclusion that the action taken by the authority was not bonafide but due to victimization or unfair labour practice on account of raising of demand charter vide demand notice dated 14.10.2014. So, present one is the glaring example of victimization and unfair labour practice.

39. Now, here I would like to reproduce section 11-A of the Act, which reads as under:

**11-A. Powers of Labour Courts, Tribunals and National Tribunals to give appropriate relief in case of discharge or dismissal of workmen.** Where an industrial dispute relating to the discharge or dismissal of a workman has been referred to a Labour Court, Tribunal or National Tribunal for adjudication and, in the course of the adjudication proceedings, the Labour Court, Tribunal or National Tribunal, as the case may be, is satisfied that the order of discharge or dismissal was not justified, it may, by its award, set aside the order of discharge or dismissal and direct reinstatement of the workman on such terms and conditions, if any, as it thinks fit, or give such other relief to the workman including the award of any lesser punishment in lieu of discharge or dismissal as the circumstances of the case may require: Provided that in any proceeding under this section the Labour Court, Tribunal or National Tribunal, as the case may be, shall rely only on the materials on record and shall not take any fresh evidence in relation to the matter.”

40. It has further been held by the Hon’ble Supreme Court in case tiled as **U.B. Gadhe & Ors. Vs. G.M., Gujarat Ambuja Cement Pvt. Ltd.** Civil Appeal No. 892 of 2007 decided on 28.9.2007 that:

“The power under section 11-A imposes vide discretion which has been vested in the Tribunal in the matter of awarding relief according to the attendant facts and circumstances of the case. It is not necessary to go into in detail regarding the power exercisable under section 11-A of the Act. Power under the said provision of law has to be exercised judiciously and the Industrial Tribunal or the Labour Court, as the case may be, is expected to interfere with the decision of a management under Section 11-A of the Act only when it is satisfied that punishment imposed by the management is wholly and shockingly disproportionate to the degree of guilt of the workman concerned. To support its conclusion, the Industrial Tribunal or the Labour Court, as the case may be, has to give reasons in support of its decision. The power has to be exercised judiciously and mere use of the words 'disproportionate' or 'grossly disproportionate' by itself will not be sufficient.

41. From the perusal of record, it is abundantly clear that before terminating the services of the petitioner, he has not been paid wages for one month’s and no such application has been made by the respondent to the Conciliation Officer, before whom the proceedings were pending, for the approval of action taken by the respondent.

42. Therefore, keeping in view the law laid down by the Hon’ble Apex Court (supra), and also in view the peculiar facts and circumstances of the case, I am of the firm opinion that the quantum of punishment imposed upon the petitioner was too harsh and wholly disproportionate, the punishment of dismissal of the services of petitioner w.e.f. 28.8.2015 is hereby set aside and

quashed and the petitioner is ordered to be reinstated in service, forthwith, with seniority and continuity.

43. Now, the question which arises for consideration, before this Court is as to whether the petitioner is entitled to full back wages as contended by the learned counsel for the petitioner. In **(2009) 1 SCC 20, Kanpur Electricity Supply Company Limited Vs. Shamim Mirza**, the Hon'ble Apex Court has held that once the order of termination of services of an employee is set-aside, ordinarily, the relief of reinstatement is available to him. However, the entitlement of an employee to get reinstated does not necessarily result in payment of full or partial back-wages, which is independent of reinstatement. It has further been held by the **Hon'ble Apex Court in 2010 (1) SLJ S.C 70, M/s Ritu Marbals Vs. Prabhakant Shukla** that full back wages cannot be granted mechanically, upon an order of termination be declared illegal. It is further held that reinstatement must not be accompanied by payment of full back wages even for the period when the workman remained out of service and contributed little or nothing to the Industry.

44. Moreover, the petitioner was under an obligation to prove by leading cogent evidence that he was not gainfully employed after the termination of his services. The initial burden is on the workman/employee to show that he was not gainfully employed as held by the **Hon'ble Apex Court in (2005) 2 Supreme Court Cases 363 titled as Kendriya Vidyalaya Sangathan and another Vs. S.C Sharma** that:

**16. "When, the question of determining the entitlement of a person to back-wages is concerned, the employee has to show that he was not gainfully employed. The initial burden is on him. After and if he places materials in that regard, the employer can bring on record materials to rebut the claim"**

45. No longer res-integra it is, the enunciation on the point of law, as observed and rendered in the decisions, cited supra, relied upon by the Ld. Counsel for the parties, however, it is a matter of common parlance that every dispute has its own peculiar facts and circumstances. The decisions to be arrived at, as to settle down the controversy in a dispute, depend upon its own merits.

46. For the foregoing reasons, the petitioner has failed to discharge his burden by placing any material on record that he was not gainfully employed after his termination/disengagement. Therefore, in the stated legal position mentioned herein *ibid*, I do not find that the respondent was at all justified in passing the termination order dated 28.8.2015. In view of the entire evidence, on record, coupled with the rulings (supra), I have no hesitation in holding that the petitioner is not entitled to any back-wages. Hence, both these issues are decided accordingly.

### ISSUE NO. 3

47. In support of this issue, no evidence has been led by the respondent. However, the petitioner has filed this claim petition pursuant to the reference made by the appropriate government to this Court for adjudication. I find nothing wrong with this petition which is legally maintainable. Accordingly, this issue is decided in favour of the petitioner and against the respondent.

### RELIEF

48. As a sequel to my above discussion and findings on issues no.1 to 3, the claim of the petitioner succeeds and is hereby partly allowed and the petitioner is ordered to be **reinstatement in service forthwith with seniority and continuity**. However the petitioner is not entitled to back wages and as such the reference is answered in favour of the petitioner and against the respondent. Let a copy of this award be sent to the appropriate government for publication in official gazette. File, after completion, be consigned to records. Ordered accordingly.

Announced in the open Court today this 18th day of September, 2021.

Sd/-  
( RAJESH TOMAR ),  
*Presiding Judge,*  
*Industrial Tribunal-cum-Labour Court, Shimla.*

Ref. 02 /2020

Sh. Geeta Ram

V/s

Sh. Shree Khatuji Industries Kala-Amb.

22.09.2021

Present: Petitioner in person

Sh. Attar Singh, Manager, HR for respondent.

Heard. Record perused. With the little divulgence of this Court as well the strenuous efforts put in by the Learned Counsel for the parties, the industrial dispute arose between the parties on account of reference received from the appropriate government vide notification No.11-1/86(Lab) ID/2019/Nahan/Geeta Ram dated 27.12.2019, Reference Petition No. 02 of 2020, stood amicably resolved by way of amicable settlement. The statement of parties were recorded separately and placed on record. As per the settlement arrived at between the parties, the respondent management has agreed to make full & final payment of Rs. 2,50,000/- towards lump sum compensation to the petitioner. The lump sum compensation amount is acceptable to the petitioner. The identity proof and bank details on behalf of the petitioner has also been furnished. As such the petitioner is hereby indemnified qua his woes out of Industrial dispute arose between the parties. The Amount of Rs. 2,50,000/-has been given to the petitioner by way of Cheque No. 916112 of Punjab National Bank today in the court itself. The lump sum compensation amount paid through cheque has been duly received by the petitioner. Since, the matter stood amicably resolved, therefore, nothing survive in the present Industrial Dispute. The reference is answered accordingly and the statement of the parties shall form part and parcel of the award. Let a copy of this award be sent to the appropriate government for publication in the official gazette. File, after completion be consigned to records.

Announced:

22.09.2021.

Sd/  
*Presiding Judge,*  
*Labour Court, Shimla.*  
*Camp at Nahan.*

22-09-2021

Sh. Naresh Kumar

V/s

Sh. Shree Khatuji Industries Kala-Amb

Present:- Petitioner in person

Sh. Attar Singh, Manager, HR for respondent.

Heard. Record perused. With the little divulgence of this Court as well the strenuous efforts put in by the Learned Counsel for the parties, the industrial dispute arose between the parties on account of reference received from the appropriate government vide notification No.11-1/86(Lab) ID/2019/Nahan/Naresh Kumar dated 27.12.2019. Reference Petition No. 03 of 2020, stood amicably resolved by way of amicable settlement. The Statement of parties were recorded separately and placed on record. As per the settlement arrived at between the parties, the respondent management has agreed to make full & final payment of Rs. 2,50,000/- towards lump sum compensation to the petitioner. The lump sum compensation amount is acceptable to the petitioner. The identity proof and bank details on behalf of the petitioner has also been furnished. As such the petitioner is hereby indemnified qua his woes out of Industrial dispute arose between the parties. The Amount of Rs. 2,50,000/- has been given to the petitioner by way of Cheque No. 916113 of Punjab National Bank today in the court itself. The lump sum compensation amount paid through cheque has been duly received by the petitioner. Since, the matter stood amicably resolved, therefore, nothing survive in the present Industrial Dispute. The reference is answered accordingly and the statement of the parties shall form part and parcel of the award. Let a copy of this award be sent to the appropriate government for publication in the official gazette. File, after completion be consigned to records.

Announced: 22.09.2021.

Sd/-  
Presiding Judge,  
Labour Court, Shimla.  
Camp at Nahan.

Ref. 04 /2020

Sh. Hem Chand

V/s

Sh. Shree Khatuji Industries Kala-Amb.

22-09-2021

Present:- Petitioner in person

Sh. Attar Singh, Manager, HR for respondent.

Heard. Record perused. With the little divulgence of this Court as well the strenuous efforts put in by the Learned Counsel for the parties, the industrial dispute arose between the parties on account of reference received from the appropriate government vide notification No.11-1/86(Lab)

ID/2019/Nahan/Hem Chand dated 27.12.2019, Reference Petition No. 04 of 2020, stood amicably resolved by way of amicable settlement. The Statement of parties were recorded separately and placed on record. As per the settlement arrived at between the parties, the respondent management has agreed to make full & final payment of Rs. 2,50,000/- towards lump sum compensation to the petitioner. The lump sum compensation amount is acceptable to the petitioner. The Identity proof and bank details on behalf of the petitioner has also been furnished. As such the petitioner is hereby indemnified qua his woes out of Industrial dispute arose between the parties. The Amount of Rs. 2,50,000/- has been given to the petitioner by way of Cheque No. 916119 of Punjab National Bank today in the court itself. The lump sum compensation amount paid through cheque has been duly received by the petitioner. Since, the matter stood amicably resolved, therefore, nothing survive in the present Industrial Dispute. The reference is answered accordingly and the statement of the parties shall form part and parcel of the award. Let a copy of this award be sent to the appropriate government for publication in the official gazette. File, after completion be consigned to records.

Announced: 22.09.2021.

Sd/  
*Presiding Judge,  
Labour Court, Shimla.  
Camp at Nahan.*

Ref. 05 /2020

Sh. Sanjeev Kumar

V/s

Sh. Shree Khatuji Industries Kala-Amb.

22-09-2021

Present:- Petitioner in person

Sh. Attar Singh, Manager, HR for respondent.

Heard. Record perused. With the little divulgence of this Court as well the strenuous efforts put in by the Learned Counsel for the parties, the industrial dispute arose between the parties on account of reference received from the appropriate government vide notification No.11-1/86(Lab) ID/2019/Nahan/Sanjeev Kumar dated 27.12.2019. Reference Petition No. 05 of 2020, stood amicably resolved by way of amicable settlement. The Statement of parties were recorded separately and placed on record. As per the settlement arrived at between the parties, the respondent management has agreed to make full & final payment of Rs.1,50,000/- towards lump sum compensation to the petitioner. The lump sum compensation amount is acceptable to the petitioner. The Identity proof and bank details on behalf of the petitioner has also been furnished. As such the petitioner is hereby indemnified qua his woes out of Industrial dispute arose between the parties. The Amount of Rs.1,50,000/- has been given to the petitioner by way of Cheque No. 916114 of Punjab National Bank today in the court itself. The lump sum compensation amount paid through cheque has been duly received by the petitioner. Since, the matter stood amicably resolved, therefore, nothing survive in the present Industrial Dispute. The reference is answered accordingly and the statement of the parties shall form part and parcel of the award. Let a copy of this award be

sent to the appropriate government for publication in the official gazette. File, after completion be consigned to records.

Announced: 22.09.2021.

Sd/-  
*Presiding Judge,  
Labour Court, Shimla.  
Camp at Nahan.*

Ref. 06/2020

Sh. Rajinder Singh

V/s

Sh. Shree Khatuji Industries Kala-Amb.

22-09-2021

Present:- Petitioner in person

Sh. Attar Singh, Manager, HR for respondent.

Heard. Record perused. With the little divulgence of this Court as well the strenuous efforts put in by the Learned Counsel for the parties, the industrial dispute arose between the parties on account of reference received from the appropriate government vide notification No.11-1/86(Lab) ID/2019/Nahan/Rajinder dated 27.12.2019. reference Petition No. 06 of 2020, stood amicably resolved by way of amicable settlement. The Statement of parties were recorded separately and placed on record. As per the settlement arrived at between the parties, the respondent management has agreed to make full & final payment of Rs.50,000/- towards lump sum compensation to the petitioner. The lump sum compensation amount is acceptable to the petitioner. The Identity proof and bank details on behalf of the petitioner have also been furnished . As such the petitioner is hereby indemnified qua their woes out of Industrial dispute arose between the parties. The Amount of Rs. 50,000/- has been given to the petitioners by way of Cheque No. 916118 of Punjab National Bank today in the court itself. The lump sum compensation amount paid through cheque has been duly received by the petitioner. Since, the matter stood amicably resolved, therefore, nothing survive in the present Industrial Dispute. The reference is answered accordingly and the statement of the parties shall form part and parcel of the award. Let a copy of this award be sent to the appropriate government for publication in the official gazette. File, after completion be consigned to records.

Announced: 22.09.2021.

Sd/-  
*Presiding Judge,  
Labour Court, Shimla.  
Camp at Nahan.*

Sh. Naresh Kumar

V/s

Sh. Shree Khatuji Industries Kala-Amb.

22-09-2021

Present:- Petitioner in person

Sh. Attar Singh, Manager, HR for respondent.

Heard. Record perused. With the little divulgence of this Court as well the strenuous efforts put in by the Learned Counsel for the parties, the industrial dispute arose between the parties on account of reference received from the appropriate government vide notification No.11-1/86(Lab) ID/2019/Nahan/Naresh Kumar dated 27-12-2019, Reference Petition No. 07 of 2020, stood amicably resolved by way of amicable settlement. The Statement of parties were recorded separately and placed on record. As per the settlement arrived at between the parties, the respondent management has agreed to make full & final payment of Rs.1,50,000/- towards lump sum compensation to the petitioner. The lump sum compensation amount is acceptable to the petitioner. The identity proof and bank details on behalf of the petitioner has also been furnished. As such the petitioner is hereby indemnified qua his woes out of Industrial dispute arose between the parties. The Amount of Rs.1,50,000/-has been given to the petitioner by way of Cheque No-91615 of Punjab National Bank today in the court itself. The lump sum compensation amount paid through cheque has been duly received by the petitioner. Since, the matter stood amicably resolved, therefore, nothing survive in the present Industrial Dispute. The reference is answered accordingly and the statement of the parties shall form part and parcel of the award. Let a copy of this award be sent to the appropriate government for publication in the official gazette. File, after completion be consigned to records.

Announced: 22.09.2021.

Sd/-  
*Presiding Judge,  
Labour Court, Shimla.  
Camp at Nahan.*

Ref. 52 /2019

Sh. Hem Chand & Ors

V/s

Sh. Shree Khatuji Industries Kala-Amb.

22.09.2021

Present:- Petitioner in person

Sh. Attar Singh, Manager, HR for respondent.

Heard. Record perused. With the little divulgence of this Court as well the strenuous efforts put in by the Learned Counsel for the parties, the industrial dispute arose between the parties on account of reference received from the appropriate government vide notification No.11-1/86(Lab) ID/2019/Nahan/ Hem Cahnd dated 27.12.2019, Reference Petition No. 52 of 2019, stood amicably resolved by way of amicable settlement. The Statement of parties were recorded separately and placed on record. As per the settlement arrived at between the parties, the respondent management has agreed to make full & final payment of Rs.1,50,000/- each towards lump sum compensation to the petitioners namely Dinesh Kumar and Sanjeev Kumar. The lump sum compensation amount is acceptable to the petitioners. The identity proof and bank details on behalf of the petitioners have also been furnished . As such the petitioner is hereby indemnified qua his woes out of Industrial dispute arose between the parties. The Amount of Rs. 1,50,000/- each has been given to the petitioners by way of Cheque No. 916116 and 916117 of Punjab National Bank today in the court itself. The lump sum compensation amount paid through cheque has been duly received by the petitioner. Since, the matter stood amicably resolved, therefore, nothing survive in the present Industrial Dispute. The reference is answered accordingly and the statement of the parties shall form part and parcel of the award. Let a copy of this award be sent to the appropriate government for publication in the official gazette. File, after completion be consigned to records.

Announced: 22.09.2021.

Sd/-  
Presiding Judge,  
Labour Court, Shimla.  
Camp at Nahan.

Ref. 139/2019

**Employees Union V/s Bhojia Dental Colage & Hospital , Baddi.**

24-9-2021

Present : Shri J.C. Bhardwaj, AR for the petitioner.

Shri Rajeev Sharma, Advocate for respondent.

Smt. Urmila Upadhyay W/o A.K Upadhyay, who appeared in person before me stated that she was not duly compensate and did not get her dues as per the settlement arrived at between the parties. Though, she was not a party to the present reference petition, however, this Court in the capacity of Industrial Tribunal-cum- Labour-Court had given sufficient opportunity of being heard, regarding her woes. Shri J.C Bhardwaj , AR for the petitioner disclosed to me that Smt. Urmila Upadhyay had duly been compensated and paid all her dues at par with the other workers.

In any case, if Smt. Urmila Upadhyay is feeling aggrieved is hereby directed to approach the appropriate forum, through appropriate application or authorized representative for the redressal of her grievances, if so advised. Since, she is not a party to the present reference, therefore , I am unable to cope with the contentions raised at the bar before me by her at this juncture.

The present one, reference petition No. 139 of 2019 received from the Appropriate Government vide notification No. 11-2/93(Lab.)ID/2019/Baddi/Bhojia dated 18.9.2019, in case



titled Employees Union Vs. Bhojia Dental College & Hospital, Baddi. It is brought to my notice that the demands raised by the Union through its President / General Secretary, Bhojia Dental College & Hospital Employees vide their demand notice dated 19.10.2018 stood amicably resolved vide memorandum of settlement dated 9.10.2020, duly registered with Labour-cum-Conciliation Officer, Baddi vide registration No. 126 of 2020. As per clause-2 of the settlement arrived at between the parties, it has been agreed that the petitioner shall mutually withdraw its case. Shri Rajeev Sharma, Advocate for the respondent filed a separate application in this regard on behalf of the respondent management i.e Bhojia Dental College & Hospital to please dispose off the proceedings initiated against them, keeping in view the facts & circumstances for avoiding any dispute, in the interest of the respondent management. Along-with the application, memorandum of settlement in terms of section 18(1) of the Industrial Disputes Act, 1947 has also been annexed.

As per the memorandum of settlement, it is agreed between the parties that the cases pending before the Conciliation Officer related to present dispute stand withdrawn in view of the settlement. It is agreed by the management that the implementation of reference No. 139 of 2019 shall stand withdrawn. In this regard, the statement of Shri Rajeev Sharma, Learned Counsel for the respondent and Shri J.C. Bhardwaj, AR for the petitioner be recorded separately.

Since the parties had arrived at settlement, which has reached between the parties, as such, no dispute survive between the parties in view of the said terms of the settlement. Consequently, the matter stood amicably resolved and settled between the parties, therefore, the matter deemed to be closed in view of the settlement arrived at between the parties vide memorandum of settlement dated 9.10.2020. The memorandum of settlement dated 9.10.2020 and the statement of Shri Rajeev Sharma, Learned Counsel for the respondent and Shri J.C Bhardwaj, AR for petitioner shall form part and parcel of this order. As such the proceedings pending before this Court/Tribunal are hereby ordered to be disposed off. Let a copy of this order be sent to the appropriate government for publication in the official gazette. File, after completion, be consigned to records.

Announced: 24.9.2021.

Sd/-  
Presiding Judge,  
Labour Court, Shimla,  
Camp at Nalagarh.

Ref. No. 58 of 2014.

**Rajvansh Lal Vs. M/s Patel Engineering Ltd.**

30-9-2021

Present: Shri Niranjana Verma, Advocate for petitioner.  
Shri Naresh Kumar, Advocate for respondent.

Heard. Record perused. Vide my separate order dated 11.9.2021, passed in Application no. 102 of 2016 titled as **M/s Patel Engineering Ltd. Vs. RajvanshLal, the reference no. 58 of 2014** is restored to its original number.

With the little divulgence of this Court as well the strenuous efforts put in by the Learned counsel for the parties, the industrial dispute arose between the parties, on account of reference received from the appropriate government vide notification No. 11-2/95(Lab) ID/2014- Kinnaur dated 12.8.2014, Reference Petition No. 58 of 2014, stood amicably resolved by way of an

amicable settlement. The statement of parties were recorded separately and placed on the record. As per the settlement arrived at between the parties, the respondent management has agreed to make the full & final payment of **₹ 1,25,000/- (One lac and twenty five Thousand only) towards lump sum compensation** to the petitioner within one month i.e on or before 30.10.2021, failing which the respondent company shall be liable to make the payment subject to the payment of interest to be levied upon the respondent @ 18% per annum. The lump sum compensation amount is acceptable to the petitioner.

Since, the matter stood amicably resolved, therefore, nothing survives in the present industrial dispute. Consequently, the industrial dispute arose between the parties is hereby ordered to be settled in the following terms:

1. The respondent shall make full & final payment of ₹ 1,25,000/- towards lump sum compensation to the petitioner within one month i.e. on or before 30.10.2021.
2. If the respondent company failed to make the payment of the aforesaid amount within prescribed period, the same shall be subject to payment of interest @ 18% per annum from the date of award till its realization.

The reference is hereby ordered to be answered accordingly. The statement of the parties shall form and parcel of this award. Let a copy of this award be sent to the appropriate government for publication in the official gazette.

File, after completion, be consigned to records.

Announced: 30.9.2021.

Sd/-  
(RAJESH TOMAR),  
*Presiding Judge,*  
*Industrial Tribunal-cum- Labour Court, Shimla,*  
*Camp at Rampur.*

30-9-2021

Ref. No. 59 of 2014.

### Jeet Singh Vs. M/s Patel Engineering Ltd.

**Present:** Shri Niranjana Verma, Advocate for petitioner.  
Shri Naresh Kumar, Advocate for respondent.

Heard. Record perused. Vide my separate order dated 11.9.2021, passed in Application no. 102 of 2016 titled as **M/s Patel Engineering Ltd. Vs. Rajvansh Lal, the reference no. 58 of 2014** is restored to its original number.

With the little divulgence of this Court as well the strenuous efforts put in by the Learned counsel for the parties, the industrial dispute arose between the parties, on account of reference received from the appropriate government vide notification No. 11-2/95(Lab) ID/2014- Kinnaur dated 12.8.2014, Reference Petition No. 59 of 2014, stood amicably resolved by way of an amicable settlement. The statement of parties were recorded separately and placed on the record. As per the settlement arrived at between the parties, the respondent management has agreed to make the full & final payment of **₹ 1,25,000/- (One lac and twenty five thousand only) towards**

**lump sum compensation** to the petitioner within one month i.e on or before 30.10.2021, failing which the respondent company shall be liable to make the payment subject to the payment of interest to be levied upon the respondent @ 18% per annum. The lump sum compensation amount is acceptable to the petitioner.

Since, the matter stood amicably resolved, therefore, nothing survives in the present industrial dispute. Consequently, the industrial dispute arose between the parties is hereby ordered to be settled in the following terms:

1. The respondent shall make full & final payment of ₹1,25,000/- towards lump sum compensation to the petitioner within one month i.e. on or before 30.10.2021.
2. If the respondent company failed to make the payment of the aforesaid amount within prescribed period, the same shall be subject to payment of interest @ 18% per annum from the date of award till its realization.

The reference is hereby ordered to be answered accordingly. The statement of the parties shall form and parcel of this award. Let a copy of this award be sent to the appropriate government for publication in the official gazette.

File, after completion, be consigned to records.

Announced: 30.9.2021.

Sd/-  
(RAJESH TOMAR),  
*Presiding Judge,*  
*Industrial Tribunal-cum- Labour Court, Shimla,*  
*Camp at Rampur.*

**Ref. No. 60 of 2014**

**Kuldeep Vs. M/s Patel Engineering Ltd.**

**30-9-2021**

Present : Shri Niranjana Verma, Advocate for petitioner. Shri Naresh Kumar, Advocate for respondent.

Heard. Record perused. Vide my separate order dated 11.9.2021, passed in Application No. 100 of 2016 titled as **M/s Patel Engineering Ltd. Vs. Kuldeep, the reference No. 60 of 2014** is restored to its original number.

With the little divulgence of this Court as well the strenuous efforts put in by the Learned counsel for the parties, the industrial dispute arose between the parties, on account of reference received from the appropriate government vide notification No. 11-2/95(Lab) ID/2014- Kinnaur dated 12.8.2014, Reference Petition No. 60 of 2014, stood amicably resolved by way of an amicable settlement. The statement of parties were recorded separately and placed on the record. As per the settlement arrived at between the parties, the respondent management has agreed to make the full & final payment of **₹ 1,25,000/- (One lac and twenty five Thousand only) towards lump sum compensation** to the petitioner within one month i.e. on or before 30.10.2021, failing

which the respondent company shall be liable to make the payment subject to the payment of interest to be levied upon the respondent @ 18% per annum. The lump sum compensation amount is acceptable to the petitioner.

Since, the matter stood amicably resolved, therefore, nothing survives in the present industrial dispute. Consequently, the industrial dispute arose between the parties is hereby ordered to be settled in the following terms:

1. The respondent shall make full & final payment of ₹ 1,25,000/- towards lump sum compensation to the petitioner within one month *i.e.* on or before 30.10.2021.
2. If the respondent company failed to make the payment of the aforesaid amount within prescribed period, the same shall be subject to payment of interest @ 18% per annum from the date of award till its realization.

The reference is hereby ordered to be answered accordingly. The statement of the parties shall form and parcel of this award. Let a copy of this award be sent to the appropriate government for publication in the official gazette.

File, after completion, be consigned to records.

Announced: 30.9.2021.

Sd/-  
(RAJESH TOMAR),  
*Presiding Judge,*  
*Industrial Tribunal-cum- Labour Court, Shimla,*  
*Camp at Rampur.*

## NAGAR PANCHAYAT BHOTA

### NOTIFICATION

*Bhota, the 10th December, 2021*

**No. MCU/Bye-Laws/2021.**—Whereas, the Nagar Panchayat Bhota has drafted (Property Taxation/House Tax ) Bye-laws-2021 and are hereby published in Rajpatra H.P. (e-gazette) for inviting public objections, suggestions under section 65 (2) of the Himachal Pradesh Municipal Act, 1994.

If there is any objection or suggestion with respect to these Bye-Laws so drafted, it should be sent in writing to the Secretary, Nagar Panchayat Bhota Distt. Hamirpur, H.P. or President, Nagar Panchayat Bhota Distt. Hamirpur, H.P within a period of 30 days from the date of publication of this notice in Rajpatra Himachal Pradesh.

The objection, suggestions received within the stipulated period will be considered and decided by the Nagar Panchayat Bhota :—

**Now** in exercise of the powers conferred by Section 65 (1) read with Section 2(33-2) of the Himachal Pradesh Municipal Act, 1994 the Nagar Panchayat Bhota has decided to notify Draft

(Property Taxation) Bye-laws-2021 for objection & suggestion of general public as follows, namely:—

## **NAGAR PANCHAYAT BHOTA (PROPERTY TAXATION) PROPERTY TAX BYE LAWS-2021**

**1. Short title and commencement.**—(i) These Bye-laws may be called the Nagar Panchayat Bhota (Property Taxation) Bye-laws- 2021.

(ii) These Bye-laws shall come into force from the date of their final publication in the Rajpatra (e-gazette) Himachal Pradesh.

**2. Definitions.**—In these bye-laws unless the context otherwise require:—

(i) ‘**Act**’ means the Himachal Pradesh Municipal Act, 1994 read with its amendment carried out side H.P. Municipal (Amendment) Act No. 2011.

(ii) ‘**Appellate Authority**’ means an authority prescribed under section 90 of the Act.

(iii) ‘**Assessment List**’ means the list of all units of the lands and Buildings assessable to property tax under the provisions of the H. P. Municipal Act, 1994.

(iv) ‘**Assessment year**’ means the year commencing from the first day of April to 31st day of March of succeeding year.

(v) ‘**Bye-Laws**’ means the Nagar Panchayat Bhota (Property Taxation) Bye-laws, 2021 made under the Himachal Pradesh Municipal Act, 1994 and notified in the official gazette.

(vi) ‘**Council**’ means the Nagar Panchayat Bhota.

(vii) ‘**Section**’ means a Section of the Act.

(viii) ‘**Ratable value**’ as defined in Section 2(33-a) of the Act and procedure as prescribed under these bye-laws.

(ix) ‘**Unit**’ means a specific portion of the land and Building in use and occupation of the owner(s) or occupier(s) including vacant land and built up portion of the building. This will not include setbacks area of Building agricultural lands and land in notified green belt as notified under the Development Plan of NP Bhota Planning Area.

(x) ‘**Unit area**’ means area of a unit in square meters.

(xi) ‘**Unit area tax**’ means property tax on unit(s) of lands & Buildings which shall be charged per annum between one per cent to twenty five percent as may be determined on the basis of ratable value of unit(s) of lands & Buildings by the Council from time to time. All other words and expressions used herein but not defined shall have the same meaning respectively as assigned to them in the Act.

**3. Assessment list what to contain.**—The Secretary shall keep a book to be called the “**Assessment List**” in which the following shall be entered in **Form—A** appended to these Bye-laws:—

(i) A list of all units of the lands and Buildings located within the jurisdiction of Bhota Nagar Panchayat, distinguishing each, either by name or number and containing such

particulars regarding the location or nature of each, which shall be sufficient for identification thereof.

- (ii) The ratable value of each unit of the lands and Buildings.
- (iii) The name of the person primarily liable for payment of property tax and rateable value as well as property tax demand on his/her unit of land or Building.
- (iv) If any such unit of a land or a Building is not liable to be assessed to the property tax, the reason for such non-liability; and
- (v) Other details; if any, as the Executive Officer may from time to time think, fit.

**Explanation.**—(i) for the purpose of clause (b) the ratable value of unit(s) of land will be the ratable value of unit(s) of the land and in the case of unit(s) of the building, the ratable value will include the ratable value of the land and the unit(s) of the building erected thereon.

(ii) For the purpose of charging property tax on a unit of land, the unit of land shall be treated as “land” till the completion plan of building is sanctioned by Nagar Panchayat Bhota or by other competent authority of the State Government and such construction is put to use on the spot whichever occurs first. Accordingly, property tax shall be continued to be charged on the ratable value of the unit of land till such time treating it as “land”.

**4. Form of Assessment list.**—the assessment list shall be kept in the **form-A** hereto. The Secretary may order to add, omit, amend or alter any of the columns of the Performa of the assessment list as and when required.

**5. Procedure where name of person primarily liable for property tax cannot be ascertained.**—If the name of the person primarily liable for the payment of property tax in respect of any unit of any land or Building cannot be ascertained, it shall be sufficient to designate him in the assessment list, property tax bill and in any notice which may be necessary to serve upon the said person under the Act, as “the holder” of such unit of land or Building without further description.

**6. Inspection of assessment list.**—If assessment list has been completed, the Secretary shall give public notice there of mentioning therein the place where assessment list or copy thereof may be inspected and every person claiming to be the owner or lessee or occupier of any unit(s) of any land or building included in the assessment list and any authorized agent of such person shall be at liberty to inspect the list and to file written objection within 30 days from the date of publication of such public notice in the local newspaper(s).

**7. Register of objections.**—The Secretary shall keep a register of objections in which all objections received under sub-section (2) of Section 74 and sub-section (2) of Section 76 shall be entered. The register shall contain:—

- (i) The name or number of the land or Building in respect of which objection is received;
- (ii) Name of the person primarily liable for the payment of property tax;
- (iii) Name of the objector;
- (iv) The ratable value finally fixed after enquiry and investigation of the objection by the Committee constituted in this behalf;

- (v) The date from which the ratable value finally fixed has to come into force; and
- (vi) Such other details as the Commissioner may from time to time think, fit.

**8. Amendment of assessment list as per provisions of Section 76 and investigation and disposal of objections against such amendment.**— (i) When any amendment is proposed to be made under the provisions of Section 76 such amendment will provisionally be made in the assessment list and the notice as required under sub-section (2) of Section 76 shall be served on the person affected by the amendment after affording him the opportunity to file objection, if any, against the proposed amendment within 30 days from the date of receipt of such notice.

(ii) Objections shall be inquired into and investigated by the Committee constituted in this behalf under section 75 of the Act, after affording opportunity of being heard to the objector.

(iii) The assessment list shall be finally amended in accordance with the decisions made by the said Committee.

(iv) If no objection is received or if the same are received but not within the time limit specified in this behalf in the notice, the assessment list shall be finally amended by confirming the provisional amendment made in the assessment list. However, for special reasons to be recorded in writing, the Committee constituted in this behalf may consider objections received after the expiry of the stipulated period.

(v) Property tax on the basis of the amended assessment list shall be due from the date specified in the assessment notice or from the date as may be decided by the Committee constituted in this behalf. Provided that the payment of property tax on the basis of the assessment list, as existing before such an amendment will not be withheld on the ground that some amendment is to be made in the list.

**9. Payment of property taxes where to be made.**—Every person who is liable to pay any of the property tax shall pay the same at the Head Office of the Council or at such other place(s) and time as may be specified by the Secretary. However, the payment of tax shall be made either by cash or cheque or through Bank Draft drawn in favour of the Secretary, Nagar Panchayat Bhota, payable at Bhota or through RTGS in the Bank Account of Nagar Panchayat Bhota declared for the said purpose by the Executive Officer.  
Secretary.

**10. Demand of property tax to be raised annually by issuing one single bill for one unit of a property.**— (i) Demand of property tax shall be raised annually by issuing a single property tax bill on form-B annexed to these bye-laws for each unit of a property. The service of bill shall be affected by hand through special messenger and in case owner or occupier upon whom the bill is to be served is living outside the municipal limits, the bill shall be issued by post under certificate of posting or by registered/speed post. In case the owner or occupier avoids by hand service of the bill, the same shall be affected by affixing the bill in presence of two witnesses on the unit of the property to which the bill relates.

(ii) In case the owner or occupier upon whom the property tax bill has been served, fails to make payment of the property tax within the due date, the property tax shall be recovered by the Secretary or by the officer/official authorized by him in this behalf by initiating appropriate process under the provisions of Section 86 of the Act:

Provided that nothing herein contained shall affect the liability of such person to any increased property tax to which he may be assessed on account of the said unit of property owing to a revision of the ratable value.

(iii) The tax for the ensuring year shall be paid either in lump-sum within 30 days at the beginning of the financial year *i.e.* up to 30th April or in two half yearly installments. The first installment to be paid by 30th April and second installment by 30th October every year.

**11. Service of property tax bills and demand notices in respect of un-partitioned unit of property.**—If an un-partitioned unit of a property is owned by more than one person, service of bill(s) and notice(s) of demand on any one co-owner shall be treated as service on all the owners.

**12. Demand and collection.**—(i) A register of demand & collection of property tax in form-F appended to these bye-laws shall be maintained showing therein the figures of property tax demand, collection, rebate, remission adjustment, arrears, excess recoveries and such other particulars in relation to each unit of the property. This register will be kept either in the shape of hard copy or in the shape of soft copy or in both as the Secretary may think fit.

(ii) The register may, if any, the Secretary thinks fit be made in separate parts or volumes for such purposes and with such several designations as the Secretary may determine.

(iii) The separate Register shall be maintained for recording information regarding detail of arrears for the previous years.

**13. Circumstances not considered as vacancy of property:**— For the purpose of Section 80 and 81 of Himachal Pradesh Municipal Corporation Act, 1994:—

(i) A unit of building or of a tenement reserved by the owner for his own occupation shall be deemed to be occupied, whether it is actually occupied by the owner or not;

(ii) Any unit of building or of a tenement used or intended to be used for the purpose of any industry which is seasonal in character shall not be deemed to be vacant merely on an account of its being unoccupied and unproductive of rent during such period or periods of the year in which seasonal operations are normally suspended; and

**14. Remission/Refund not claimable unless notice of vacancy is given to the Secretary every year.**—When a vacancy continues from one year into the following year, no refund or remission of any property tax shall be claimable from the Council on an account of such continued vacancy unless notice thereof is given to the Secretary within 60 days from the commencement of the next financial year.

**15. Inspection by Municipal/Nagar Panchayat Staff of the vacant unit of the property.**—If any owner or occupier does not allow or facilitate the inspection by the authorized Council staff of any unit of the property claimed by him to be vacant, the Secretary may refuse to treat such unit of building or tenement, as the case may be, as vacant till the day such inspection is made, and the vacancy of the unit of property is verified.

**16. Copies of property tax bill(s).**—The Secretary may, on a request in writing from the owner of any unit of land or Building or any other person primarily liable to pay property tax in respect thereof, give a copy or copies of any bill/bills for any property tax on payment of such fee as may be fixed by the Secretary from time to time.

**17. Notice of transfer of title.**—The notice regarding transfer of title of any unit of any property required to be given under Section 83 shall be either in **Form-C or in Form-D** annexed to these bye-laws, as the case may be, and shall state clearly and correctly all the particulars required in the said Form(s).



**18. Property tax to be paid upto date.**—No such notice as contained in bye-laws 17 above shall be deemed to be validly given unless the property tax due upto the date of transfer of title of the unit of property is paid in full.

**19. Filing of return by owner(s)/occupier(s).**—The Secretary may require any owner or occupier of a unit of land or building or of any portion thereof to furnish information or a written return in **Form—E** appended to these bye-laws. Every owner or occupier on whom any such requisition is made shall be bound to comply with the same and to give true information or to make a true return to the best of his/her knowledge or belief, within a period of thirty days from the service of such requisition upon him/her.

**20. Penalty for non-submission of return.**—Whosoever omits to comply with any requisition under bye-laws 19 of these bye-laws or fails to give true information or to make a true return to the best of his/her knowledge or belief, shall in addition to any penalty under section 101 of the Act, be precluded from objecting to any assessment made by the Secretary in respect of such unit of the lands or Building of which he/she is the owner or occupier.

**21. Inspection of tax record.**—Every owner, lessee or occupier of a unit of land and building or authorized agent of any such person may, with the permission in writing of the Secretary or any officer/official authorized by him in this behalf inspect the tax record relating to the unit of the land/building of which is owner, lessee, agent or occupier free of charge during the office hours.

**22. Location factor, characteristic and its value:**—For the purpose of clause (33-a) of Section 2 of the Act, the location Factor, Characteristic and its values shall be as under:—

Zoning of Bhota town proposed as follows:—

**Zone A:** - Includes the old Nagar Panchayat Area.

**Zone B:** - Includes the newly merged area (*i. e.* merged in to Nagar Panchayat )

**(ii) Number of Zones.**—The entire old and merged Nagar Panchayat/Municipal area is proposed to be divided into two zones *i.e.* A&B zone as referred above. There are five factors which are relevant for determination of ratable value of lands & Buildings. The factor and proposed value of each factor per sq. meter shall be as under:—

**(I) Location factor(F-1) @ 5.00**

**23. Structural factor, characteristics and its value.**— For the purpose of clause (33-a) of Section 2 of the Act, Buildings shall be classified as Pucca, Semi-Pucca and Kutcha in the following manner:—

- |  |        |
|--|--------|
| (i) For Pucca- buildings, value per Sq.mtr       | = 3.00 |
| (ii) For Semi-pucca building, value per Sq. mtr. | = 2.0  |
| (iii) For Kutcha building, value per Sq.mtr      | = 1.00 |

**24. Age Factor and Age-wise grouping and value of the Building.**—For the purpose of clause (33-c) of Section 2 of the Act, all the buildings shall be grouped age-wise having factor value as mentioned against each age group as under:—

Group	Building	Factor Value
A	Before 1947	1.50
B	1947 to 1980	3.00
C	1981 to 2000	4.00
D	2001 and beyond	5.00

**25. Occupancy factor, characteristics and its value.**—For the purpose of Clause (33-c) of Section 2 of the Act, the occupancy factor and its value shall be as under:—

(i) **Value for residential occupancy:—**

(a) Value for self residential	(b) Value for Let out residential
2	2.5

(ii) Value per Sq.mtr. for non-residential Occupancy.

A	B	C	D	E
Hotel above built up area of 2000 Sq. mtr., MNC Show Rooms and Restaurants	Hotel having built up area between 1000 to 2000 Sq.mtr. and show room above 1000 Sq. mtr.	Other Hotels, Bars, Restaurant, Banks, ATMs Show rooms, Call Centre, Marriage Hall, Travel Agency, Mobile Towers, Coaching Centre.	Shops, School Colleges, Education institutions, Offices Hostel, Hospital, Theatre, Clubs, Paying Guest House (PGs), Guest House	Godowns, Dhaba, Stall and Other Types of Properties not covered Under (A to D)
12	10	8	7	3

**26. Use factor, characteristic and its value.**—For the purpose of Clause (33-c ) of Section 2 of the Act, the Value of use factor and characteristic of the unit(s) of Lands & Buildings shall be as under:—

(i) Residential = 1.50/-

(ii) Non-Residential = 2.50/-

**27. Method for calculation of ratable value and Rate of property tax on the ratable value of the unit of lands and Buildings.**—Area (in Sq.mtrs) of a unit multiplied by value of relevant factors of unit area method as mentioned above vide Clause 22 to 26 of these bye laws. The figure that will so come out, thereof shall be the net ratable value of unit and property tax shall be charged on that net ratable value at the rate of 15% in zone A and 10% in zone B for lands and in the case of buildings as under:—

A-zone	B-zone
(i) Forself occupied residential properties measuring 1.0 Sq. mtrs. to 100 Sq.mtrs.3% P.A. on the ratable Value.	(i) For self occupied residential properties measuring 1.0 Sq. mtrs. to 100 Sq.mtrs @ 2% P.A. on the ratable Value.
(ii) Forself occupied residential properties measuring 101 Sq mtrs. and above @ 6% P.A. on the ratable Value.	(ii) For self occupied residential properties measuring 101 Sq. mtrs. and above. @ 4% P.A. on the ratable value.
(iii) For non-residential properties @ 10% P.A. on the ratable value.	(iii) For non-residential properties @ 5% P.A. on the ratable value.

**29. Repeal and Savings.**—The scheme, regulation or Bye-laws, if any, heretofore relating to the mode of levy, calculation and assessment of property tax is hereby repealed. Anything done or any action taken under the said scheme, regulation or bye-laws if any shall be deemed to have been done or taken under the provisions of these bye-laws.

By order,  
Sd/-  
Secretary,  
Nagar Panchayat Bhota.

<b>NAGAR PANCHAYAT BHOTA</b> <b>TAX DEPARTMENT ASSESSMENT LIST</b> <i>(See Bye Laws -4) FORM-A</i> <b>UPN-No.....I.D. No. _____ ZONE</b>				
Unit	Area	Net Ratable Value	Property Tax Percentage	Amount of General Tax
Residential				
Let Out Residential				
Commercial				
Plot of Land				

[illegible]

**Nagar Panchayat Bhota**

(Tax Department)

(See Bye-Laws 10)

**Property Tax Bill**

Financial Year for the Year \_\_\_\_\_ Bill No. \_\_\_\_\_ Dated \_\_\_\_\_  
 Zone \_\_\_\_\_ Bill(s) Detail \_\_\_\_\_

UNP No.	_____
ID No.	_____
Name of Property	_____
Name of Owner/Occupier	_____
Correspondence Address	_____

Due Date 15 days from the date of Receipt of bill/18 days if by post from the date of dispatch of bill.

Unit	Area	Net Ratable Value	Property Tax Percentage	Amount of General Tax
Residential				
Let Out Residential				
Commercial				
Plot of Land				

Detail of demand for Property Tax for the year \_\_\_\_\_ Period \_\_\_\_\_

Sl. No.	Description of Tax	Amount
1.	General Tax	
2.	(a) Rebate 10 % (b) Remission	
3.	Previous Arrear Amount for the period	
4.	Interest Amount	
5.	Previous Credit	
6.	Amount Payable on due date	
7.	Amount Payable after due date	
8.	Amount still at credit	

Please pay bill before due date to avail 10% rebate.

Bill Prepared by

Bill Checked BY

Assistant Secy. Tax.

**Receipt**

UNP No. _____	Bill No. _____ Bill Date _____
ID No. _____	Amount before due date _____
Name of Owner/Occupier _____	Amount after due date _____
	Amount Paid _____
	Receipt No. _____ Dated _____

*Cashier, NP Bhota.***Terms & Conditions**

1. The Municipal Council Treasury is open from 10.00 A.M. to 02.00 P.M. on all working days.
2. Cheques should be drawn in favour of Secretary , NP Bhota.
3. Out stations cheques should be include the discount charged in such cheques.
4. Rebate @ 10% is given on the taxes claimed for the current year or a bill raised for the first time, if the amount specified in the bill is paid within 15 days from the presentation thereof. Bills sent under postal certificate shall be construed to have been received within three days from the date of the posting and accordingly this rebate is given if payment of the bill is made within 18 days from the date of posting.
5. If the payment of the tax is not made within the financial years in which the bill is issued an interest @ 1% per month shall be payable after one month of the close of the financial year to which the bill relates.
6. The notice of demand/recovery of property tax will not confer any right on the person paying the tax or anyone else to claim validation of unauthorized construction at a later date and the same is without any prejudice to the rights of the Bhota Nagar Panchayat to take any legal action including that of demolition in respect of such unauthorized construction/structure.
7. In case any of your payments have not been adjusted please do come with original receipts given by the Nagar Panchayat Bhota.
8. Please always mention No./date, name of house and demand No. in all correspondence.
9. It is requested that this bill be presented while tendering payment.

**Form-C (SEE BYE LAW 17)**

Form of notice of Transfer to be given which has taken place by way of instrument.

To  
The Secretary,  
Nagar Panchayat Bhota

I.....s/o .....

r/o..... hereby give notice as required by section 83 of the H.P. Municipal Corporation Act, 1994 (Act No. 12 of 1994) of the following transfer of property:—

#### Description of Property

Name of address of person whose title has been transferred	Name & address of person to whom property title has been transferred	Detail of Property	Area of the property	Account No./ID No. of old assesses	Remarks
1	2	3	4	5	6

Date\_\_\_\_\_

Name of Owner/Occupier.....

Address.....

.....

Mob. No. ....

#### Form-D (SEE BYE LAW 17)

Form of notice of Transfer to be given which has taken place otherwise than by instrument.

To

The Secretary,  
Nagar Panchayat Bhota.

I.....s/o .....

r/o..... hereby give notice as required by Section 83 of the H.P. Municipal Corporation Act, 1994 (Act No. 12 of 1994) of the following transfer of property:—

#### Description of Property

Name and address of person whose Title has been transferred	Name of heir/ successor to whom property title has been transferred	Detail of Property	Area of the property	Account No./ID No. of old assesses	Remarks
1	2	3	4	5	6


Date \_\_\_\_\_

Name of Owner/Occupier.....

Address.....

.....

.....

Mob. No. ....

**FORM-E**

(Tax liability form under section 2 (33a - d) of the Himachal Pradesh Nagar Panchayat Bhota Act, 1994) (*See Bye-law 19*)

To

The Secretary,  
Nagar Panchayat Bhota.

**Subject.— Filling of return for assessment of properties for Municipal Tax.**

Sir / Madam,

I am submitting the details of property known as.....  
I.D. No..... Ward No. .... Zone. .... as  
under:—

Sl. No.	Unit	Area	Factors					Total ratable Value	Maintenance & Repair Rebate @10% under section 88 of MC Act.	Net ratable value	Remarks
			F1	F2	F3	F4	F5	F1 to F5			
1.	(a) Residential		5.00			2.00	1.50				
	(b) Let out Residential		5.00			2.50	2.50				
2.	Non-Residential/ Commercial.										
	(a) Hotel above built up area of 2000 sq. m., MNC Show Rooms and Restaurants.		5.00			12	2.50				
	(b) Hotel having built up area between 1000 to 2000 sq.m. and show room above 1000 sq. M.		5.00			10	2.50				
	(c) Other Hotels, Bars, Restaurant, Banks, ATMs, Show rooms, Call		5.00			8	2.50				

	Centre, Marriage Hall, Travel Agency, Mobile Towers, Coaching Centre.										
	(d) Shops Schools, Collèges, Education institutions, Offices, Hostel, Hospital, Theatre, Clubs, Paying Guest House (PGs), Guest House.		5.00			7	2.50				
	(e) Godowns, Dhaba, Stall and Other Types of Properties not covered Under (a to e).		5.00			3	2.50				
3.	Plot of Land		5.00								

I hereby declare that the information furnished above is correct to the best of my knowledge or belief and that nothing has been concealed there from.

Date.....

Yours faithfully,

(Signature)

\*Owner/Agent/Occupier.

Name in block letters.....

Address.....

Mob. No.....

Verification of the Tax Inspector

Verification of the Secretary.

Location factor/characteristic and its value

- (i) Number of zones.—The entire old and merged Municipal area has been divided *i. e.* A&B zone.

[I] Location factor (F-1) @ 5 is same for both the Zones.

**Structural factor, Characteristics and its values (F2):—**

- (i) For Pucca-building value per Sq. Mtr. = 3.00
- (ii) For semi-pucca building, value per sq. mtr. = 2.00
- (iii) For kutcha building, value per sq.mtr. = 1.00

**Age factor and Age-wise grouping and value of the Buildings (F3):—**

Group		Factor value
A	Before 1947	1.50
B	1947 to 1980	3.00



C	1981 to 2000	4.00
D	2001 and beyond	5.00

**Occupancy factor/Characteristics and its value (F4):—**

(i) Value for residential occupancy:

(a) Value for self residential	(b) Value for Let out residential
2.00	2.50

(ii) Value per sq.mtr. for non-residential Occupancy:

A	B	C	D	E
Hotel above built up area of 2000 sq.m., MNC Show Rooms and Restaurants	Hotel having built up area between 1000 to 2000 sq.m. and show room above 1000 sq. m.	Other Hotels, Bars, Restaurant, Banks, ATMs, Show rooms, Call Centre, Marriage Hall, Travel Agency, Mobile Towers, Coaching Centre.	Shops, Schools, Colleges, Education institutions, Offices, Hostel, Hospital, Theatre, Clubs, Paying Guest House (PGs), Guest House	Godowns, Dhaba, Stall and Other Types of Properties not covered Under (A to D)
12	10	8	7	3

**Use factor/Characteristic and its value (FS):-**

The value of Use factor/characteristic of the unit(s) of the lands & buildings for the purpose of Clause (c) ibid shall be as under:—

(i) Residential — 1.50/-

(ii) Non. Residential — 2.50/-

Method for calculation of Ratable Value and Rate of property tax on the Ratable Value of the unit of lands and Buildings:—

Area (in sq.mtrs) of a unit multiplied by value of relevant factors of unit area method as mentioned in 23 to 27 of the bye-laws. The figure that will so come out, thereof shall be the net ratable value of unit and property tax shall be charged on that net ratable value at the rate of 15% in zone A and 10% in zone B for lands and in case of buildings as under:—

A-zone	B-zone
For self occupied residential properties measuring 1sq. mtr. to 100 sq. mtrs. @3% P.A. on the R.V. (Ratable Value).	For self occupied residential properties measuring 1 sq. mtr. to 100 sq. mtrs. @2% P.A. on the RV. (Ratable Value).
(ii) For self occupied residential properties. Measuring 101 sq. mtrs. to above @6% P.A. on the R.V.(Ratable Value)	(ii) For self occupied residential properties measuring 101 sq. mtrs. to above. @ 4% P.A. on the R.V. (Ratable Value).
(iii) For non-residential properties @ 10% P. A. on the ratable value.	(iii) For non-residential properties @ 5% P.A. on the ratable value.

**Form-F**  
**Nagar Panchayat Bhota**  
Demand and Collection Register  
(See Bye-Laws 12)

Financial Year for the Year \_\_\_\_\_

UNPNo. _____	Unit	Area	Net Ratable Value	Property Tax Percentage	Amount of General Tax
ID No. _____					
Name of Property _____					
Name of Owner/occupier _____					
Correspondence Address _____					
	Residential				
	Let Out Residential				
	Commercial				
	Plot of Land				

General Tax	Rebate	Total General Tax	Previous Arrear Amount	Interest	Net Amount Payable	Bill No.	Bill issue Date	Current General Tax Collection	Rebate & Remission	Arrear collection	Interest Collection	Receipt No	Receipt Date	Current Balance Amount	Arrear Balance Amount	Credit	Remarks

**OFFICE OF THE COMMISSIONER DHARAMAHALA**  
**MUNICIPAL CORPORATION, DISTRICT KANGRA H.P.**

NOTIFICATION

*Dated, the 18th December, 2021*

**No. DMC(Estt.)A(7)1/2020-5553.**—In exercise of powers conferred under clause (C) of Section 395 (1) read with Section 324 of H.P. Municipal Corporation Act, 1994, Dharamshala Municipal Corporation hereby makes the following Bye-laws, for collection, transportation and treatment of waste of onsite sanitation systems (faecal sludge, septage & wastewater) and for matters connected therewith and incidental or ancillary thereto, namely :—

**Draft Bye-laws**

**CHAPTER—I**

**1. Short title and commencement.**—These Bye-laws may be called ‘**Faecal Sludge, Septage and wastewater Management (FSSM) Bye-laws, Dharamshala-2021**’.

These Bye-laws shall come into force on the date of their publication in the Rajpatra (Official Gazette) of Himachal Pradesh and shall be applicable within the administrative boundary of Dharamshala Municipal Corporation (DMC).

**2. Definitions.**—(i) “Access Cover” means an opening used to access an Onsite Sanitation System (OSS) for inspection, cleaning and other maintenance operations, fitted with a suitable cover;

(ii) “DMC Registered Vacuum Tanker” means a Vacuum Tanker, duly registered by the Transport Authority of the State to perform the designated purpose, having being inspected and registered by DMC for desludging, transportation, and disposal of Faecal Sludge & Septage (FSS);

(iii) “Decentralised Wastewater Treatment System (DWWT)” is an approach which includes collection, treatment and disposal/reuse of wastewater from individual homes, residential societies, isolated communities, industries, institutions or near the point of generation. DWWTs cater to both—liquid and solid components of wastewater.

(iv) “Designated Officer” means an officer of Dharamshala Municipal Corporation authorized by Commissioner, DMC to issue License or any other work assigned to him;

(v) “Desludging” refers to the operation of removing FSS from OSS by a Licensed Operator or trained sanitary workers of DMC/Jal Shakti Vibhag;

(vi) “Disposal” refers to transportation and discharge/transfer of FSS to the Notified Location;

(vii) “Effluent” is the supernatant (liquid) discharged from an OSS. The liquid separated out from the septage is also referred to as effluent;

(viii) “Faecal Sludge” refers to the settled contents of onsite sanitation systems. The characteristics of faecal sludge can differ widely from household to household, city to city, and country to country. The physical, chemical and biological qualities of faecal sludge are influenced by the duration of storage, temperature, soil conditions, intrusion of groundwater or surface-water into onsite sanitation systems, desludging technology and pattern;

(ix) “Faecal Sludge & Septage Treatment Plant (FSSTP)” is an independent FSS treatment facility for remediating the solid and liquid components to prescribed standards for safe disposal and reuse. **This may also refer to a Sewage Treatment Plant, wherein Faecal Sludge/Septage is being co-treated with sewage;**

(x) “License” means a written permission granted to any person, that intends to carry out the services of Faecal Sludge & Septage Management (FSSM) having mentioned the purpose, period, name and address, route etc. under the signature of the authorized signatory of the DMC;

(xi) “Licensed Operator” means any person holding License to carry out Desludging and Transportation of FSS to the Notified Location;

(xii) “Nodal Agency” means the government department or DMC or agency hired by it for the operation and maintenance of Sewers, STP and FSSM;

(xiii) “Notified location” means the location of delivery and disposal of FSS, as defined and ear marked by DMC;

(xiv) “Onsite Sanitation System (OSS)” is a sanitation technology/system in which excreta is collected and stored and emptied from or treated on the plot where they are generated;

(xv) “Operator” refers to person engaged in the business of Desludging, Transportation or treatment of FSS;

(xvi) **“Person”** includes an individual, an agency, a trust, a society, a firm or a company incorporated under relevant laws, an association of persons or a body of individuals whether incorporated or not;

(xvii) **“Scheduled Desludging”** refers to regular emptying of OSS at an interval of 2–3 years based on the recommendations of Central Public Health & Environmental Engineering Organisation (CPHEEO);

(xviii) **“Septage”** is the faecal sludge desludged from a well-designed septic tank;

(xix) **“Sewage”** is the Wastewater that is transported through the sewers.

(xx) **“Sewers”** means underground pipelines provided for the purposes of carrying the liquid waste (wastewater) of the community, otherwise known as Sewage;

(xxi) **“Sewage Treatment Plant”** means the place where Sewage is treated to prescribed standards for safe disposal and reuse;

(xxii) **“Taskforce”** means the City Sanitation Task force constituted in the city headed by the Commissioner; the Members of the Committee may be co-opted by him from Government Departments, Public Undertakings, educators, among other eminent people of society.

(xxiii) **“Trained Sanitary Workers of DMC”** means DMC staff or contracted/hired workers engaged and trained by DMC for the purpose of Desludging/Emptying and Transportation of FSS using DMC owned Vacuum Tanker.

(xxiv) **“Transportation”** means safe transfer of FSS through DMC Registered Vacuum Tanker from the place of desludging to the Notified Location;

(xxv) **“Treatment”** means any scientific method or process designed to alter the physical, chemical or biological and radio logical character or composition of FSS/ sewage/ wastewater to reduce or prevent pollution.

(xxvi) **“Vacuum Tanker”** is a vehicle that has a pump and a tank, designed to pneumatically suck FSS from the OSS. These vehicles are also used to transport desludged FSS.

(xxvii) **“Wastewater”** means liquid effluent from domestic/commercial human activity including effluent from toilets, kitchen and cleaning activity, but does not include effluents from manufacturing and industrial activity. Usually such effluent flows through storm water drains, thus it includes storm water as well.

All other words and expressions used in these Bye-laws and not defined in these Bye-laws and not defined herein above but defined in the Act or any other law for the time being in force shall have the meaning respectively assigned to them under the Act or law and in absence thereof, the meaning as commonly understood in the water supply and sewage treatment/disposal industry.

## CHAPTER-II

### WASTEWATER MANAGEMENT

**3. Management and disposal of waste water from premises.**—The owner/occupier of every property in DMC (including, but not limited to, residential & commercial, proposed or

existing) shall be responsible to ensure that wastewater from their premises is treated or disposed of through any, or a combination of any of the following ways, namely:—

- (i) If sewer is available within 30 (thirty) meters of the boundary of the premises or at such other distance as may be feasible, the property is connected to sewerage system on payment of such fee (if any) and on completion of other procedures as may be required;
- (ii) Wastewater is conveyed to a DMC approved community or local area treatment facility.
- (iii) Properties which generate more than 10 thousand litres of wastewater per day and have green area more than 500 square metres within their premises, shall install a decentralised wastewater treatment system so as to treat the wastewater generated in the property. The property owner shall ensure reuse of the treated wastewater for horticulture/flushing, thus lowering the dependence on fresh water.
- (iv) The waste water is contained in an OSS without any outlet.

### CHAPTER-III

#### ONSITE SANITATION SYSTEMS

#### 4. Design, construction and maintenance of OSSs :

- (i) The design, construction and installation of OSSs shall be made in accordance with the provisions of the 'Manual on Sewerage and Sewage Treatment Systems, 2013, CPHEEO' as may be modified from time to time or any other accepted sound engineering practice as may be issued by DMC or the State/Central Government.
- (ii) The owner(s) / resident(s) of the properties connected to OSSs, shall be responsible for upkeep, maintenance and safe disposal of the FSS from such OSSs.
- (iii) The owner(s) of the properties shall undertake desludging on a regular basis (every 2—3 years) on payment of such cost as may be determined by the DMC.
- (iv) The owner of the premises shall ensure that no pollution is caused to the environment due to direct discharge of FSS into open areas or into the storm water drain due to malfunctioning or faulty construction of the OSS.
- (v) The owner of the premises shall ensure that the septic tanks are cleaned mechanically by Licensed Operator or Trained Sanitary Workers of DMC with adequate safety measures and no manual cleaning is taken up for the purpose.
- (vi) DMC or Designated Officer has the right to inspect the premises for non-compliances. DMC may issue notice to the Owner of the Premises for retrofitting/rectification of non-compliances related to management and disposal of Faecal Sludge, Septage & Waste water (FSSW) at his own cost with in a frame of time.
- (vii) DMC may, at its discretion, provide incentives to property owners for retrofitting/rectification of non-compliant systems and engage technical experts to suggest alternate systems.

## REGISTRATION & LICENSING FOR DE-SLUDGING AND TRANSPORTATION OF FSS

### 5. License to be issued by the DMC

- (i) DMC shall register the Vacuum Tanker(s) owned or hired by the vendor of the nodal agency or private operator(s) currently providing desludging services in DMC.
- (ii) DMC shall undertake Information, Education & Communication (IEC) activities for the operators including their staff, where they shall be sensitized and trained to employ best practices for safe emptying & transportation of FSS. This training shall be carried out within one month after last date of registration.
- (iii) Once the operator thinks that (s)he complies successfully with the criteria of licensing, (s) he shall apply for it using **Form-1** of these Bye-laws. This shall not exceed 2 months post completion of training.
- (iv) DMC shall issue License to Operator for desludging and transportation of FSS to Notified Location (s).
- (v) License will be issued in the format, prescribed in **Form-2** of these Bye-laws, and will be valid for a year from the date of issue, unless revoked earlier, and shall be renewable on its expiry subject to fulfilment of terms and conditions by the Licensed Operator and on payment of fee prescribed.
- (vi) DMC shall register the Vacuum Tanker(s) owned or hired by the applicant. DMC shall inspect the vehicle for its satisfaction. DMC has the right to reject or revoke the registration of vehicles which DMC believes does not meet the criteria mentioned in **Clause-15** of these Bye-laws or poses a threat to the safety and public health of the city.

### 6. Criteria for issue of License for desludging and transport of FSS :

- (i) The eligible applicant for obtaining the License means the "Person" as defined in Clause-2 (xv) of these Bye-laws.
- (ii) The applicant should own or hire leak-proof, odour and spill proof Vacuum Tanker (s) with a proper vacuum/suction and discharging arrangement.
- (iii) The vehicle will have a valid permit or registration certificate of the Transport Department to operate at Dharamshala Municipal Corporation.
- (iv) The applicant shall register her/his Vacuum Tanker (s) with DMC.
- (v) The applicant shall undertake that the vacuum tankers owned/hired by her/him meet the criteria mentioned in Clause-15 of these Bye-laws.
- (vi) The applicant shall undertake to have workers adequately trained for this purpose by DMC or agency hired by DMC.
- (vii) The applicant shall undertake to equip the workers with safety gears and other personal protective equipment (PPE) required to safely de-sludge, transport and dispose the FSS

at the Notified Locations. The required PPE shall be as per the list in **Appendix 3** of these Bye-laws.

- (viii) The application for obtaining license for desludging, transportation and disposal of FSS shall be submitted in prescribed format, appended as Form 1 of these Bye-laws, including Terms and Conditions and with such documents as prescribed by the Designated Officer(s) of DMC.
- (ix) DMC shall give wide publicity on its website and through leading Newspapers and other print and electronic media periodically, inviting prospective applicants to apply for the License.
- (x) DMC may charge application fee as prescribed from time to time for processing the application to grant the license. The fee will be non-refundable and the same can be paid electronically or by Demand Draft in favour of DMC. The Licensed Operator shall deposit prescribed amount, notified from time to time as performance Guarantee, in the form of Bank Guarantee which will be forfeited in case of any violation under the Bye-laws.

#### **7. IEC about FSS Management :**

- (i) The DMC will periodically give wide publicity to the Licensed Operator(s), on its website as well as through print and electronic media.
- (ii) The DMC will undertake awareness campaign(s) to make the people aware of these Bye-laws as well as the need to engage only the Licensed Operator (s) for desludging, transportation and disposal of FSS.

### **CHAPTER-V**

#### **DESLUDGING/COLLECTION AND TRANSPORTATION OFFSS**

#### **8. Owner/Occupier of property to engage only Licensed Operator(s) :**

- (i) It shall be the duty of each owner/occupier of the property to engage the services of Licensed Operators or Trained Sanitary Workers of DMC for desludging and transportation of FSS.
- (ii) The owner/occupier shall confirm that the License issued to the desludger(s) is valid on the date of execution of work. She/he shall also append her/his signature to the record form for collection, transport & disposal of FSS, prescribed at **Form-3** of these Bye-laws.

#### **9. Fee for Desludging & Transportation of FSS :**

- (i) The fee for desludging and transportation of FSS to notified locations shall be as notified by the Designated Officer from time to time.
- (ii) As and when DMC decides to implement scheduled desludging in the city, the desludging fee shall be replaced by 'Sanitation Charge' or can be incorporated in property/water tax, which shall be notified by DMC from time to time.
- (iii) Licensed Operator shall not charge any amount from the owner/occupier of the property in excess to the amount notified by DMC from time to time.

- (iv) Any demand for fee for desludging and transportation of FSS in excess to the notified fee shall make the Licensed Operator liable for cancellation of License and imposition of penalty prescribed for violation of these Bye-laws.

#### **10. Vehicles for transportation of FSS :**

- (i) The FSS shall be desludged and transported only by Licensed Operator(s) or Trained Sanitary Staff of DMC.
- (ii) Vacuum Tanker(s) can be registered for a period of 6 months, even if all the required conditions are not met. In such cases, the respective operator(s) should upgrade the Vacuum Tanker within this given time frame.
- (iii) Desludging vehicles to only follow designated routes (as identified by DMC from time to time) for safe & efficient transportation of FSS.
- (iv) A copy of License issued to the Operator and DMC Registration of the Vehicle shall be prominently displayed on the vehicle used for desludging & transportation of FSS.
- (v) The Vacuum Tanker shall be painted with Yellow colour duly marked with (the precaution) in Red Colour "SEPTIC TANK WASTE"(in English) and "सुचिक" (in Hindi).
- (vi) Each vehicle used for transportation of FSS shall be fitted with a GPS Device and Access Rights of the same shall be given to the office of Commissioner and the agency notified by DMC for tracking of such vehicles.
- (vii) The Licensed Operator shall ensure that there is no leakage/spillage of the FSS during transportation from the desludging point to the notified location for disposal.

#### **11. Liability of Licensed Operator in the eventuality of accident and safety of workers:**

- (i) The Licensed Operator shall be fully and solely liable for any damage caused to any person, vehicle, property or environment in the eventuality of any accident or disaster and shall be liable to pay any damage charges/ compensation on its own, if any imposed by the authority/court of law there to, to the victims/their legal heirs.
- (ii) The Licensed Operator shall be responsible for taking all the safety measures including provision of hand held Gas-Detectors, Gas-Masks, Protective-Gear, Oxygen-Mask with Oxygen-Cylinder and First Aid Box etc. and such other measures as specified in Prohibition of Employment as Manual Scavengers and their Rehabilitation Act, 2013 and Rules made there under, including these Bye-laws.

#### **12. Disposal of FSS :**

- (i) The Licensed Operator shall dispose FSS only at the locations notified by the DMC from time to time.
- (ii) The Licensed Operator shall submit duly signed FSS desludging, transportation and disposal form prescribed in **Form 3** of these Bye-laws, duly filled and signed to the official of the DMC designated for this purpose.



**13. Training, health and insurance of worker(s) :**

- (i) The Licensed Operator shall be responsible for periodic training of the worker (s) deployed in desludging, transportation and disposal of the FSS.
- (ii) The Licensed Operator shall be responsible for ensuring that every worker(s) deployed, under goes health check-up atleast twice a year and submit record of the same to DMC, failing which the Licensed Operator shall be liable to pay penalty as notified from time to time.
- (iii) The worker(s) deployed by the Licensed Operator shall be insured to cover compensation to be paid to the victims/their legal heirs under PROHIBITION OF EMPLOYMENT AS MANUAL SCAVENGERS AND THEIR REHABILITATION Act, 2013 & APEX Court's order dated 27-03-2014 in Writ Petition No. 583 of 2003 (Safai Karamchari Andolan and Ors. V/s Union of India & Ors.) in the eventuality of accident during the process of desludging, transportation and disposal of FSS.

**14. Cancellation of License :**

In case of violation of any of the provisions of PROHIBITION OF EMPLOYMENT AS MANUAL SCAVENGERS AND THEIR REHABILITATION Act, 2013 including these Bye-laws, the Licensed Operator shall be liable to pay penalty as notified from time to time, including the cancellation of license and for forfeiture of performance guarantee as per the recommendation of Task force or Designated Officer(s).

**CHAPTER-VI****TREATMENT AND REUSE/DISPOSAL OF FSSW****15. Identification of treatment/disposal site(s) :**

The DMC will identify and notify the location (s) where the FSSW shall be treated/disposed by the Licensed Operator or Trained Sanitary Staff of DMC.

**16. Creation of infrastructure to receive the FSSW :**

The DMC will create necessary infrastructure and provide necessary equipment at the notified location (s), to facilitate the treatment/disposal of FSSW brought by the Registered Vehicle (s).

**17. Deployment of staff to receive the FSS :**

The DMC shall deploy sufficient staff at each notified location(s), to receive the FSS and transfer it to the respective treatment facility.

**18. Timing to receive the FSS :**

The FSS shall be received by the staff deployed by the DMC at each notified location(s) during the hours as notified by DMC from time to time.

**19. Industrial waste not to be allowed :**

The disposal of FSS containing industrial waste shall not be permitted at the notified location(s).

**20. Training in FSSM :**

The staff deployed by DMC at the notified location(s) shall be trained for receiving and treatment/disposal of FSS.

**21. Reuse of treated FSSW :**

- (i) DMC shall sensitize farmers about the health and environmental ill effects of agricultural application of untreated FSSW and encourage them to use treated FSSW from the FSSTP.
- (ii) DMC shall utilize treated waste water from the DWWTs in the city for the purpose of horticulture, and any other purpose wherein it can be used in lieu of fresh water.
- (iii) Project proponent of any construction activity shall consume any available treated waste water in the vicinity (1km radius) of the project for construction purpose. Only in cases of inadequate availability/unavailability of treated waste water, the proponent shall consult DMC to explore other available options and take approval for the same.

**CHAPTER-VII****ADMINISTRATION AND ENFORCEMENT****22. Administration and enforcement :**

- (i) The administrative and enforcement powers of these Bye-laws is vested with the Commissioner or the designated official of the DMC duly authorized by the Commissioner.
- (ii) DMC may levy user fees as determined & notified from time to time, for rendering services of desludging, transportation or treatment. For ensuring the cost recovery, the users shall be required to pay for these services.
- (iii) For the purpose of effective implementation and enforcement of these Bye-laws, DMC shall have the power of inspection of any premises, transportation vehicles and FSS treatment facility at any given time.

**23. Violations and penalties :**

- (i) Any person guilty of violation of any of the provisions of these Bye-laws, shall be issued with a notice for compliance.
- (ii) Any person shall be subject to penal provisions under these Bye-laws, if such person.—
  - (a) contravenes or fails to comply with any provisions of these Bye-laws;
  - (b) obstructs, hinders or interferes with an authorized official or other official of the DMC acting under power delegated to her/him in the exercise of any power or the performance of any duty under these Bye-laws;

(c) resorts to manual desludging of any OSS/ sewer.

- (iii) The person found to be guilty of violation of provisions of these Bye-laws shall be punished to the extent to the amount as indicated in Appendix and prosecution under relevant law and shall be subjected to seizure of the FSS transport vehicle, FSSW treatment facility or property as the case may be.
- (iv) Whoever, in any case, in which a penalty is not expressly provided in Appendix is found to be guilty, shall be punishable with a fine of Two Thousand Indian Rupees (₹2000) and in case of continuing contravention with an additional fine amounting to Five Hundred Indian Rupees (₹500) for every day during which such contravention continues.
- (v) For removal of doubt, it is hereby declared that nothing in these Bye-laws shall prevent any person from being prosecuted and punished under any other relevant Act, for the time being in force, or any act or omission made punishable under these Bye-laws.

#### 24. Appeal :

Any person aggrieved by the decision of an authorized official of DMC under Bye-laws, may appeal (in format appended in Form 4 of these Bye-laws) against such decision to the Commissioner and if the decision is made by the Commissioner, the appeal shall lie to the Task force with in a period of thirty days from the date of receipt of a copy of the order appealed against.

#### 25. Dispute resolution clause :

Any dispute, arising out or in the connection with the operation of these Bye-laws, shall be resolved under Indian Laws by competent Court of Law having jurisdiction of Dharamshala Municipal Corporation only.

#### 26. Reference Documents :

For the ease of implementation and rolling out of the Bye-laws, a list of standards, strategies, manuals, guidelines and policies, as provided in Appendix of these Bye-laws, may be referred to, as those shall stand modified from time to time.

#### APPENDIX

Form 1 : Application Form for license to collect, transport and dispose FSS

<b>Application Form for license for collection, transportation and disposal of Faecal Sludge &amp; Septage in Dharamshala Municipal Corporation</b>	
1. Name(s) of the applicant: (Mr/Ms) : _____ 2. Nationality : (Indian/Other) : _____ 3. Address of correspondence : _____	Paste Self Attested Passport Size Photograph

4. Address of Head Office/Regd. Office : \_\_\_\_\_

5. Telephone Numbers : (O) \_\_\_\_\_ Mobile \_\_\_\_\_

6. Email ID : \_\_\_\_\_

7. Registration No. of vehicle (s) :

(i) \_\_\_\_\_ (ii) \_\_\_\_\_

(iii) \_\_\_\_\_ (iv) \_\_\_\_\_

8. Fitness certificate of the vehicle(s) valid upto :

(i) \_\_\_\_\_ (ii) \_\_\_\_\_

(iii) \_\_\_\_\_ (iv) \_\_\_\_\_

9. Insurance of the vehicle(s) valid upto :

(i) \_\_\_\_\_ (ii) \_\_\_\_\_

(iii) \_\_\_\_\_ (iv) \_\_\_\_\_

10. Pollution certificate of the vehicle(s) valid upto :

(i) \_\_\_\_\_ (ii) \_\_\_\_\_

(iii) \_\_\_\_\_ (iv) \_\_\_\_\_

11. Vehicle(s) whether fitted with GPS tracker (Yes/No) : \_\_\_\_\_

12. Details of payment of processing fee for license :

DD No. : \_\_\_\_\_ Date : \_\_\_\_\_ Bank : \_\_\_\_\_

13. List of attached documents (self-attested copy) (tick ✓) :

☐ Identity Proof ☐ Registration Certificate(s) ☐ Pollution Certificate(s) ☐ Address Proof

☐ Fitness Certificate(s) ☐ Driving License ☐ Certificate(s) of Insurance & Policy Schedule

☐ Passport size photographs ☐ List of employees

Total Number of attachments : \_\_\_\_\_

I/we certify that information given by me/us in column 1 to 13 are true to the best of my knowledge and belief. I also certify that I have read and understand the attached terms & conditions and agree to abide by them. I agree that if any information given by me is found

wrong the application for license will be liable for cancelation at any time.

Signature of Applicant(s)

Date : \_\_\_\_\_

### *Terms and conditions*

- I. Faecal Sludge & Septage (FSS) shall be collected and transported only by an agency having a valid license for this purpose issued by the Dharamshala Municipal Corporation (DMC).
- II. The fee for collection and transportation of FSS upto the Faecal Sludge & Septage Treatment Plant (FSSTP) shall be as prescribed by DMC from time to time. No Licensed Operator shall charge any amount from the OSS owner in excess of the prescribed fee.
- III. FSS shall be transported only in the vehicles approved for this purpose by the officer authorized for this purpose by DMC.
- IV. The Licensed Operator shall ensure that there is no leakage of FSS during transportation from the collection point to the FSSTP.
- V. The vehicle carrying FSS shall be fitted with prescribed equipment to take care of threat of pollution due to any accident during the movement of the vehicle from desludging point to the FSSTP.
- VI. Each vehicle used for transportation of FSS shall be fitted with GPS device and access rights of the same shall be given to DMC and the agency notified by DMC for tracking of such vehicles.
- VII. The licensee shall be fully and completely liable for any damage to any person, vehicles, property and environment in case of any accident or disaster.
- VIII. A copy of license shall be prominently displayed on the vehicle used for transportation of FSS.
- IX. The vehicle/tanker shall be painted with yellow colour duly marked with the precaution in red colour "SEPTIC TANK WASTE" (in English) and "मलकुंड अपशिष्ट"(in Hindi).
- X. The licensee shall dispose of FSS only at the FSSTP/designated place.
- XI. FSS will be received at the FSSTP on all days from 7.00 A.M. to 7.00 P.M. The licensee shall plan the trip in such a way that the decanting can be done within the given times lot.
- XII. The licensee shall be responsible for regular training of the staff deployed to provide effective services of collection, transportation and disposal of FSS, use of protective equipment for taking measures to minimize the damage to the environment in case of an accident.
- XIII. The licensee shall be responsible for ensuring that every staff member undergoes health check-up at least once in every year and submit record of the same to DMC at the time of renewal of license.
- XIV. The staff deployed by the licensee shall be insured for accident during the process of cleaning, transportation and disposal of FSS.

- XV. In case of violation of any of the provisions of these Bye-laws the license shall be liable to be cancelled, security of the licensee shall be forfeited and he shall also be liable to pay penalty as prescribed for violation of these Bye-laws.

## APPENDIX-2

Form 2 : Award of license to collect, transport and dispose FSS

### License for collection, transportation and disposal of Faecal Sludge & Septage in Dharamshala Municipal Corporation

Paste Passport  
Size Photograph  
with stamp of  
Dharamshala  
Municipal  
Corporation

In accordance with all the terms and conditions of the Bye-laws/ Regulations, Municipal Corporation Act, 1994 rules, the special license conditions accompanying this license and applicable rules and laws of Government of Himachal Pradesh, the permission is hereby granted to :

1. Name(s) of the applicant: (Mr/Ms) \_\_\_\_\_

2. Address of Head Office/Regd. Office : \_\_\_\_\_

For the collection, transportation and disposal of Faecal Sludge & Septage from onsite containments in Dharamshala Municipal Corporation.

The license is based on information provided in the FSS Collection, Transportation and Disposal License Application Form. This license is effective for a period of one year from the date of issue, set forth below :

1. License No. : \_\_\_\_\_

2. Effective Date : \_\_\_\_\_

3. Expiration Date : \_\_\_\_\_

The is may be suspended or revoked for Condition of Non-Compliance and is not transferable. The original license shall be kept on file in the licensee's office. A copy of this license shall be carried in every registered vehicle used by the licensee.

Signatures :

**Commissioner Emptier / Operator/ Owner**

**APPENDIX-3****List of protective gear and safety equipment**

The following protective gear and safety equipment shall be available at work site:—

- (i) Safety body clothing predominantly made out of polyester, which is reflective and offers chemical splash resistance.
- (ii) Safety body harness/safety belt
- (iii) Surgical face mask/respirators which protects against dust, fumes, mists, microorganisms.
- (iv) Safety torch
- (v) Heavy chemical resistant hand gloves, made out of Butyl with added advantage of mechanical protection and hazardous materials pills.
- (vi) Safety goggles with ability to withstand chemical splash to avoid infectious substances from reaching the eyes.
- (vii) Safety helmet (corded) fitted with at orch helpful in dark working conditions
- (viii) Reusable earplugs, preferably connected to a flexible band that can be worn around the neck when not needed. These should be made out of silicon and helpful around the vacuum tankers where average sound levels exceed 85dBa.
- (ix) Emergency Medical Oxygen Resuscitator Kit
- (x) Gas Monitor
- (xi) Head Lamp
- (xii) Guide Pipe Set
- (xiii) Safety Tripod Set
- (xiv) Wader Boots
- (xv) Air Compressor and Blower
- (xvi) Modular Airlines Supply Trolley System
- (xvii) Raincoat

**Form-3 : Record of collection, transport & disposal of FSS**

<b>Form to maintain record of collection, transportation and disposal of Faecal Sludge &amp; Septage in Dharamshala Municipal Corporation</b>			
<b>Date :</b> _____		<b>Time :</b> _____	
<b>I. Onsite System Owner Details</b>			
1. Name : _____			
2. Address : _____			
3. Telephone No. : _____			
4. Nature of establishment : _____			
<b>II. Containment</b>			
1. Year of construction : _____		2. Previous desludging (DD/MM/YYYY) : _____	
3. Outlet present (Yes/No) : _____		4. If yes, connected to : _____	
5. Shape of containment : _____			
6. Lining (Yes/No) :      Walls _____      Bottom _____			
7. No. of chambers : _____		8. No. of openings in each baffle wall : _____	
9. Dimension (Feet) :      Length _____      Breadth _____      Depth _____			
Diameter _____			
10. GPS coordinates :      Latitude _____      Longitude _____			
11. Location of containment within the property : _____			
<b>III. Desludging</b>			
1. Volume of FSS (cu.m.) : _____		2. Time in desludging (hrs.) : _____	
3. Trip length (km) : _____		4. Time in commuting (hrs.) : _____	
<b>IV. Details of desludging service provider</b>			
1. Name of operator : _____			
2. Vehicle Registration No. : _____		3. DMC License No. : _____	
<b>V. Signatures :</b>			



Emptier staff on duty	Emptier / operator / owner	OSS owner
<b>VI. Decanting</b>		
1. Time : (hh:mm) : _____	2. Volume of FSS (cu.m.) : _____	
3. Name of the emptier staff : _____		
4. Name of the FSSTP operator : _____		
<b>VII. Signatures :</b>		
<b>Emptier staff on duty</b>	<b>Emptier/operator/owner</b>	<b>FSSTP owner</b>

## APPENDIX-5

**Penalties and fines**

Sl. No.	Description	Bye-laws (clause)	Indicative fines(in`)	Penalty (in ` or any other penal action)
1.1	Direct/unsafe discharge of waste water into drain/road/open area.	3	50	
1.2	Continuing breach 2nd instance	3	50	
1.3	Continuing breach 3rd and subsequent.	3	10 per day	Withdrawal of NOC for electricity & water.
2.1	Unscientific design and construction of OSS.	4	50	
2.2	Failure to bring it in conformity with approved design within 30 days.	4	100	
2.3	Continuing breach 3 <sup>rd</sup> and subsequent.	4	10 per day	Withdrawal of planning permission and subsequent action.
3.1	Plying of vacuum tanker(s) without DMC registration.	5	100	
3.2	Continuing breach 2nd instance	5	200	
3.3	Continuing breach 3rd and subsequent.	5	1000	Seizure of vehicle
4.1	Plying of vacuum tanker(s) without valid certification(s) as recommended in the Traffic Rules.	6	100	
4.2	Continuing breach 2nd instance	6	200	
4.3	Continuing breach 3rd and subsequent.	6	2000	Seizure of vehicle
5.1	Non-compliance to attend accidental spillage.	11	1000	

5.2	Continuing breach 2nd instance	11	1000	
5.3	Continuing breach 3rd and subsequent.	11	100 per day	Seizure of vehicle
6.1	Discharge of untreated FSS at location other than that Notified by DMC.	15,16, 21	1000	
6.2	Continuing breach 2nd instance	15,16, 21	2000	
6.3	Continuing breach 3rd and subsequent.	15,16, 21	5000	Seizure of vehicle

## APPENDIX-6

**Form-4 :Memorandum of Appeal preferred before the Appellate Authority**

<b>Form of Memorandum of Appeal preferred before the Appellate Authority</b>	
<b>Before the “Appellate Authority”</b>	
<div style="text-align: right;">_____ (Designation)</div>	
1. Full name of the Appellant : _____	
2. Address of the Appellant : _____	
3. Particulars of the Municipal Officer who issued order appealed against	
Name : _____ Designation : _____	
4. Date of receipt of the order appealed against : _____	
5. Date for filing of the appeal : _____	
6. Particulars of information	
a. Subject matter of the appeal in brief [Attach copy of the order appealed against]	
_____	
b. Grounds for the appeal (Details, if any to be enclosed in separate sheet)	
_____	
_____	
<b>Verification</b>	
I, _____ (name of the appellant) son/daughter/wife of _____ hereby declare that the particulars furnished in the appeal are to the best of my knowledge and belief, true and correct and that I have not suppressed any material fact.	
<b>Signature of the Appellant</b>	
<b>Place :</b> _____	<b>Date :</b> _____

List of documents submitted as enclosure :

- 1.
- 2.

-----tear here-----

### Acknowledgement

No. \_\_\_\_\_ Date : \_\_\_\_\_

Received Memorandum of Appeal alongwith enclosure from \_\_\_\_\_

Place : \_\_\_\_\_ Date : \_\_\_\_\_

Seal and signature of authorized officer

By order of Dharamshala Municipal Corporation,

Sd/-

Commissioner,  
Dharamshala Municipal Corporation.

**OFFICE OF THE DISTRICT MAGISTRATE, KULLU (H.P.)**  
Tel:01902-222727, Fax :01902-225396, Mail-ID:dc-kul-hp@nic.in

### ORDER

*Dated, the 23rd December, 2021*

**No. 5458-66/MA.—Whereas,** *vide* this office order No. 4571/MA, dated 20-11-2021, movement of all types of vehicles towards Rohtang Pass beyond Kothi village was prohibited *w.e.f.* 22-11-2021.

**And whereas,** the Sub-Divisional Magistrate, Manali *vide* letter No. 4252/MA, dated 22-12-2021 has recommended that, in view of the representations received from Up-Pradhan and local people of the Gram Panchayat Palchan and the joint inspection carried out by the Sub Divisional magistrate and Deputy Superintendent of Police, Manali, the stretch from Kothi to Gulaba be allowed to be operated under certain conditions.

**Now therefore,** keeping in view the recommendations of the Sub-Divisional Magistrate, Manali, District Kullu, H.P. and interest of general public at large, I, Ashutosh Garg, I.A.S., District Magistrate, Kullu, H.P. in exercise of powers vested in me under section 115 of the Motor Vehicle Act, 1988, do hereby order partial modification to order No. 4571/MA, dated 20-11-2021 as follows:—

1. Vehicles will be allowed to go till Gulaba from 10.00 AM to 04.00 PM subject to the condition that the weather is clear and sunny.
2. Appropriate Number of Police personnel shall be deputed at Gulaba from 10.00 AM to 04.00 PM.

3. No movement of traffic shall be allowed from 04.00 PM to 10.00 AM beyond Kothi village.

Issued under my hand and seal on dated 23-12-2021.

Sd/-  
(ASHUTOSH GARG, IAS),  
District Magistrate,  
Kullu, Distt. Kullu (H.P.).

---

**HIGH COURT OF HIMACHAL PRADESH, SHIMLA- 171 001**

**NOTIFICATION**

*Shimla, the 15th December, 2021*

**No. HHC/Admn.6 (23)/74-XVII.**—Hon'ble the Chief Justice in exercise of the powers vested in him under Rule 2 (32) of Chapter 1 of H.P. Financial Rules, 2009 has been pleased to declare Sr. Civil Judge-*cum*-CJM Kangra at Dharamshala, H.P. as Drawing and Disbursing Officer, in respect of the Court of Mobile Traffic Magistrate, Kangra & Una at Dharamshala, H. P. and also the Controlling Officer for the purpose of salary, T.A. etc. in respect of establishment attached to the aforesaid Court with immediate effect till the posting of new presiding Officer in that Court.

By order,  
Sd/-  
Registrar General.

---

**HIGH COURT OF HIMACHAL PRADESH, SHIMLA- 171 001**

**NOTIFICATION**

*Shimla, the 20th December, 2021*

**No. HHC/GAZ/14-263/2003-I.**—Hon'ble the Chief Justice has been pleased to grant 04 days earned leave *w.e.f.* 21-12-2021 to 24-12-2021 with permission to suffix Gazetted holiday & Sunday falling on 25-12-2021 & 26-12-2021 in favour of Sh. Sachin Raghu, Additional District & Sessions Judge, Chamba.

Certified that Sh. Sachin Raghu is likely to join the same post and at the same station from where he proceeds on leave, after expiry of the above period of leave.

Also certified that Sh. Sachin Raghu would have continued to hold the post of Additional District & Sessions Judge, Chamba but for his proceeding on leave for the above period.

By order,  
Sd/-  
Registrar General.

---

**HIGH COURT OF HIMACHAL PRADESH, SHIMLA- 171 001**

---

**NOTIFICATION***Shimla, the 18th December, 2021*

**No. HHC/GAZ/14-393/2019.**—Hon'ble the Chief Justice has been pleased to grant 05 days earned leave *w.e.f.* 20-12-2021 to 24-12-2021 with permission to prefix Sunday falling on 19-12-2021 and suffix Gazetted holiday & Sunday falling on 25-12-2021 & 26-12-2021 in favour of Sh. Yudh Veer Singh, Civil Judge-*cum*-JMFC, Karsog, H.P.

Certified that Sh. Yudh Veer Singh is likely to join the same post and at the same station from where he proceeds on leave, after expiry of the above period of leave.

Also certified that Sh. Yudh Veer Singh would have continued to hold the post of Civil Judge-*cum*-JMFC, Karsog, H.P., but for his proceeding on leave for the above period.

By order,  
Sd/-  
*Registrar General.*

---

**In the Court of Sub-Divisional Magistrate, Chamba, District Chamba (H. P.)**

Sunil Kumar s/o Sh. Sat Pal, aged 45 years, resident of Village Naini, P.O. Chaned, Tehsil & District Chamba (H. P.).

and

Raj Kumari alias Kajal d/o Sh. Jai Singh aged 50 years, resident of Village & P.O. Gopal Pur, Tehsil Palampur, Distt. Kangra (H.P.) . . *Applicants.*

*Versus*

The General Public

*Subject.— Notice regarding registration of Marriage under section 15 of Special of Marriage Act, 1954.*

Whereas, the above named applicants have made an application before the undersigned under section 15 of Special Marriage Act, 1954 (Central Act) as amended by the Marriage Laws (Amendment Act 01, 49 of 2001) alongwith affidavits and other relevant documents stating therein that they have solemnized their marriage on 04-12-1999 at their place of residences and they are living together as husband and wife since then. Hence their marriage may be registered under Special Marriage Act, 1954.

Now therefore, the general public is hereby informed through this notice that any person who has any objection regarding the registration of this marriage can file the objections personally or in writing before this court on or before 31-12-2021. After that no objections will be entertained and marriage will be registered accordingly.

Issued under my hand and seal of the Court on this 1st December, 2021.

Seal.

NAVEEN TANWAR, IAS,  
Sub-Divisional Magistrate,  
Chamba, District Chamba (H.P.).

**ब अदालत नायब तहसीलदार व कार्यकारी दण्डाधिकारी, उप-तहसील पुखरी,  
जिला चम्बा, हिमाचल प्रदेश**

श्री पंकज कुमार पुत्र श्री तिलक राज, गांव छतरान, डाकघर राजनगर, उप-तहसील पुखरी, जिला चम्बा, हिमाचल प्रदेश . . वादी।

बनाम

आम जनता एवं ग्राम पंचायत राजनगर, विकास खण्ड चम्बा

प्रतिवादी।

विषय.—जन्म तिथि प्रविष्ट करने बारा।

इस अदालत में उप-मण्डलाधिकारी (ना0) महोदया चम्बा के कार्यालय पृष्ठांकन संख्या 4337/2021, दिनांक 22-11-2021 के माध्यम से प्राप्त दस्तावेज क्रमशः 1. जिला पंजीकरण (जन्म एवं मृत्यु) मुख्य चिकित्सा अधिकारी चम्बा के कार्यालय पत्र संख्या HFW-B&D/CMO-CBA/2021-22683, दिनांक 18-11-2021, 2. शपथ पत्र, 3. अप्राप्यता प्रमाण-पत्र, 4. दसवीं, बारवीं कक्षा प्रमाण-पत्र, 5. आधार कार्ड, 6. जन्म रिपोर्ट, 7. परिवार रजिस्टर नकल जिसमें आवेदक श्री पंकज कुमार पुत्र श्री तिलक राज, गांव छतरान, डाकघर राजनगर, उप-तहसील पुखरी, जिला चम्बा, हिमाचल प्रदेश की जन्म तिथि किन्हीं कारणों से पंचायत अभिलेख में दर्ज करने से रह गई है। परिणामतः पंचायत जन्म पंजीकरण रजिस्टर में आवेदक का नाम एवं जन्म तिथि दर्ज न हुई है जो नियमानुसार अनिवार्य है। इस विषय की पुष्टि शपथ पत्र व जारी जन्म रिपोर्ट जो जिला पंजीकरण जन्म एवं मृत्यु अधिकारी चम्बा ने अपने प्रमाण-पत्र जो दिनांक 18-11-2021 को जारी हुआ है उसमें की है।

अतः सर्वसाधारण को इस नोटिस के माध्यम से सूचित किया जाता है कि आवेदक श्री पंकज कुमार पुत्र श्री तिलक राज, गांव छतरान, डाकघर राजनगर, उप-तहसील पुखरी, जिला चम्बा, हिमाचल प्रदेश की जन्म तिथि 10-05-1987 जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969 की धारा 13(3) के प्रावधानों के अन्तर्गत पंचायत के सम्बन्धित अभिलेख अथवा जिला पंजीकरण (जन्म एवं मृत्यु) द्वारा अभिलेख में दर्ज करने के आदेश पारित किये जाने हैं। अगर किसी को किसी प्रकार की कोई आपत्ति हो तो वह इस अदालत में नोटिस (इशतहार) के एक माह के भीतर सुबह 10.00 से सायं 5.00 बजे तक अपनी आपत्ति दर्ज करवा सकता है। निर्धारित अवधि में आपत्ति न आने की सूरत में आवेदक श्री पंकज कुमार पुत्र श्री तिलक राज, गांव छतरान, डाकघर राजनगर, उप-तहसील पुखरी, जिला चम्बा, हिमाचल की जन्म तिथि सम्बन्धित अभिलेख में दर्ज करने के आदेश पारित कर दिये जाएंगे।

आज दिनांक 26-11-2021 को मेरे हस्ताक्षर व मोहर अदालत सहित जारी हुआ।

मोहर।

हस्ताक्षरित/—  
नायब तहसीलदार व कार्यकारी दण्डाधिकारी,  
उप-तहसील पुखरी, जिला चम्बा, हि0 प्र0।

**ब अदालत नायब तहसीलदार व कार्यकारी दण्डाधिकारी, उप-तहसील पुखरी,  
जिला चम्बा, हिमाचल प्रदेश**

श्री पंकज कुमार पुत्र श्री गजेन्द्र सिंह, गांव कोहली, डाकघर सन्धी, उप-तहसील पुखरी, जिला चम्बा, हिमाचल प्रदेश . . वादी।

बनाम

आम जनता एवं ग्राम पंचायत दुलाहर, विकास खण्ड चम्बा

. . प्रतिवादी।

विषय.—जन्म तिथि प्रविष्ट करने बारा।

इस अदालत में उप-मण्डलाधिकारी (ना0) महोदया चम्बा के कार्यालय पृष्ठांकन संख्या 4331/2021 दिनांक 20-11-2021 के माध्यम से प्राप्त दस्तावेज क्रमशः 1. जिला पंजीकरण (जन्म एवं मृत्यु) मुख्य चिकित्सा अधिकारी चम्बा के कार्यालय पत्र संख्या HFW-B&D/CMO-CBA/2021-22681, दिनांक 18-11-2021, 2. शपथ पत्र, 3. अप्राप्यता प्रमाण-पत्र, 4. दसवीं, बारवीं कक्षा प्रमाण-पत्र, 5. आधार कार्ड, 6. जन्म रिपोर्ट, 7. परिवार रजिस्टर नकल जिसमें आवेदक श्री पंकज कुमार पुत्र श्री गजेन्द्र सिंह, गांव कोहली, डाकघर सन्धी, उप-तहसील पुखरी, जिला चम्बा, हिमाचल प्रदेश की जन्म तिथि किन्हीं कारणों से पंचायत अभिलेख में दर्ज करने से रह गई है। परिणामतयः पंचायत जन्म पंजीकरण रजिस्टर में आवेदक का नाम एवं जन्म तिथि दर्ज न हुई है जो नियमानुसार अनिवार्य है। इस विषय की पुष्टि शपथ पत्र व जारी रिपोर्ट जो जिला पंजीकरण जन्म एवं मृत्यु अधिकारी चम्बा ने अपने प्रमाण-पत्र जो दिनांक 18-11-2021 को जारी हुआ है उसमें की है।

अतः सर्वसाधारण को इस नोटिस के माध्यम से सूचित किया जाता है कि आवेदक श्री पंकज कुमार पुत्र श्री गजेन्द्र सिंह, गांव कोहली, डाकघर सन्धी, उप-तहसील पुखरी, जिला चम्बा, हिमाचल प्रदेश की जन्म तिथि 25-03-1991 जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969 की धारा 13(3) के प्रावधानों के अन्तर्गत पंचायत के सम्बन्धित अभिलेख अथवा जिला पंजीकरण (जन्म एवं मृत्यु) द्वारा अभिलेख में दर्ज करने के आदेश पारित किये जाने हैं। अगर किसी को किसी प्रकार की कोई आपत्ति हो तो वह इस अदालत में नोटिस (इश्तहार) के एक माह के भीतर सुबह 10.00 से सायं 5.00 बजे तक अपनी आपत्ति दर्ज करवा सकता है। निर्धारित अवधि में आपत्ति न आने की सूरत में आवेदक श्री पंकज कुमार पुत्र श्री गजेन्द्र सिंह, गांव कोहली, डाकघर सन्धी, उप-तहसील पुखरी, जिला चम्बा, हिमाचल प्रदेश की जन्म तिथि सम्बन्धित अभिलेख में दर्ज करने के आदेश ग्राम पंचायत सचिव दुलाहर को पारित कर दिये जाएंगे।

आज दिनांक 26-11-2021 को मेरे हस्ताक्षर व मोहर अदालत सहित जारी हुआ।

मोहर।

हस्ताक्षरित /—  
नायब तहसीलदार व कार्यकारी दण्डाधिकारी,  
उप-तहसील पुखरी, जिला चम्बा, हि0 प्र0।

**In the Court of Sh. Rakesh Kumar Sharma (H.A.S.), Marriage Officer-cum-Sub-Divisional  
Magistrate Bhoranj, Distt. Hamirpur, Himachal Pradesh**

1. Shashi Kant Aged 42 years s/o Sh. Nath Ram, r/o Village Paplah, P.O. Bhareri, Tehsil Bhoranj, Distt. Hamirpur (H.P.).

2. Shakuntla Devi Aged 52 years d/o Sh. Ghansaru Ram, r/o Village Daboh, P.O. Bagwara, Tehsil Bamsan at Tauni Devi, District Hamirpur (H.P.) . . Applicants.

*Versus*

General Public

*Application for the registration of marriage under section 16 of Special Marriage Act, 1954 (Central Act) as amended by Marriage Laws (Amendment Act 01, 49 of 2001).*

Sh. Shashi Kant Aged 42 years s/o Sh. Nath Ram, r/o Village Paplah, P.O. Bhareri, Tehsil Bhoranj, Distt. Hamirpur (H.P.) & Shakuntla Devi Aged 52 years d/o Sh. Ghansaru Ram, r/o Village Daboh, P.O. Bagwara, Tehsil Bamsan at Tauni Devi, District Hamirpur (H.P.) have filed an application alongwith affidavits in this court under section 16 of Special Marriage Act, 1954 (Central Act) as amended by the Marriage Laws (Amendment Act 01, 49 of 2001) that they have solemnized their marriage ceremony on 20-09-2021 at Santoshi Mata Mandir Paplah as per Hindu Rites and Customs and they are living together as husband and wife since then. Hence their marriage may be registered under Special Marriage Act, 1954.

Therefore, the general public is hereby informed through this notice that any person who has any objections regarding this marriage can file the objections personally or in writing before this court on or before 30-12-2021. After that no objections will be entertained and marriage will be registered accordingly.

Issued today on 21-11-2021 under my hand and seal of the court.

Seal.

Sd/-

*Marriage Officer-cum-Sub-Divisional Magistrate,  
Bhoranj, Distt. Hamirpur (H.P.).*

**In the Court of Sh. Rakesh Kumar Sharma (H.A.S.), Marriage Officer-cum-Sub-Divisional Magistrate Bhoranj, Distt. Hamirpur, Himachal Pradesh**

1. Abhishek Om Parkash Kaundal Aged 40 years s/o Sh. Om Parkash Kaundal, r/o Flat No. 001, B-Wing, Evershine Solitaire, Evershine City, Near Reliance Fresh, Vasai (East), Taluka Vasai, Distt. Palghar, Maharashtra.

2. Priyanka d/o Sh. Chokas Ram, r/o V.P.O. Dhamrol, Tehsil Bhoranj, District Hamirpur (H.P.) . . Applicants.

*Versus*

General Public

*Application for the registration of marriage under section 16 of Special Marriage Act, 1954 (Central Act) as amended by Marriage Laws (Amendment Act 01, 49 of 2001).*

Abhishek Om Parkash Kaundal Aged 40 years s/o Sh. Om Parkash Kaundal, r/o Flat No. 001, B-Wing, Evershine Solitaire, Evershine City, Near Reliance Fresh, Vasai (East), Taluka Vasai, Distt. Palghar, Maharashtra & Priyanka d/o Sh. Chokas Ram, r/o V.P.O. Dhamrol, Tehsil Bhoranj, District Hamirpur (H.P.) have filed an application alongwith affidavits in this court under section



16 of Special Marriage Act, 1954 (Central Act) as amended by the Marriage Laws (Amendment Act 01, 49 of 2001) that they have solemnized their marriage ceremony on 27-10-2021 at Santoshi Mata Mandir Ladraur, Tehsil Bhoranj, District Hamirpur (H.P.) as per Hindu Rites and Customs and they are living together as husband and wife since then. Hence their marriage may be registered under Special Marriage Act, 1954.

Therefore, the general public is hereby informed through this notice that any person who has any objections regarding this marriage can file the objections personally or in writing before this court on or before 30-12-2021. After that no objections will be entertained and marriage will be registered accordingly.

Issued today on 29-11-2021 under my hand and seal of the court.

Seal.

Sd/-

*Marriage Officer-cum-Sub-Divisional Magistrate,  
Bhoranj, Distt. Hamirpur (H.P.).*

**In the Court of Dr. Charanji Lal (HAS), Marriage Officer-cum-Sub-Divisional Magistrate,  
Hamirpur (H.P.)**

In the matter of :

1. Sh. Rohit Kumar s/o Shri Roshan Lal, r/o Village & P. O. Dhabiri, Tehsil Dhatwal, District Hamirpur (H.P.).

2. Smt. Navita Sharma d/o Sh. Suresh Kumar, r/o Village Darbiar, P.O. Himmer, Tehsil Bamson at Tauni Devi, District Hamirpur (H.P.) .. *Applicants.*

*Versus*

General Public

*Subject.*— Notice of Intended Marriage.

Rohit Kumar and Ms. Navita Sharma have filed an application u/s 5 of Special Marriage Act, 1954 alongwith affidavits and supporting documents in the court of undersigned in which they have stated that they intend to solemnize their marriage within next three calendar months.

Therefore, the general public is hereby informed through this notice that any person having any objection regarding this marriage may file the objection personally or in writing before this court on or before 06-01-2022. In case no objection is received by 06-01-2022, it will be presumed that there is no objection to the registration of the above said marriage and the same will be registered accordingly.

Issued under my hand and seal of the court on 30-11-2021.

Seal.

Sd/-  
Marriage Officer-cum-SDM,  
Sub-Division, Hamirpur (H.P.).

**In the Court of Dr. Charanji Lal, (HPAS) Marriage Officer-cum-Sub-Divisional Magistrate,  
Hamirpur (H.P.)**

In the matter of :

1. Sh. Jalaj Dev s/o Sh. Kamal Dev, r/o Village Gopal Nagar, P. O. Daruhi, (Pucca Bharo) Tehsil & District Hamirpur (H.P.) presently residing at C-42, 3rd Floor, West Patel Nagar, New Delhi-110 008.

2. Smt. Kajal Chadha d/o Late Sh. Ajay Chadha, r/o Ward No. 05, House No. 55, Tehsil & District Hamirpur (H.P.) .. Applicants.

*Versus*

General Public

*Subject.*— Notice for registration of Marriage.

Sh. Jalaj Dev and Smt. Kajal Chadha have filed an application u/s 15 of Special Marriage Act, 1954 alongwith affidavits and supporting documents in the court of undersigned stating therein that they have solemnized their marriage on 25-06-2019 as per Hindu ritual and customs.

Therefore, the general public is hereby informed through this notice that any person who has any objection regarding this marriage may file his/her objection personally or in writing before this court on or before 10-01-2022. In case no objection is received by 10-01-2022, it will be presumed that there is no objections to the registration of the above said marriage and the same will be registered accordingly.

Issued under my hand and seal of the court on 01-12-2021.

Seal.

Sd/-  
Marriage Officer-cum-SDM,  
Sub-Division, Hamirpur (H.P.).

**In the Court of Dr. Charanji Lal, (HPAS) Marriage Officer-cum-Sub-Divisional Magistrate,  
Hamirpur (H.P.)**

In the matter of :

1. Sh. Madan Lal Chandel s/o Sh. Sardaru Ram Chandel, r/o Village & P. O. Bherda, Tehsil Bamson at Tauni Devi, District Hamirpur (H.P.).

2. Smt. Santosh Kumari w/o Late Sh. Kuldeep Singh d/o Sh. Uttam Chand r/o Village Lohakhar, P.O. Guwardoo, Tehsil Bamson at Tauni Devi, District Hamirpur (H.P.) .. Applicants.

---

*Versus*

General Public

*Subject.*— Notice for Registration of Marriage.

Sh. Madan Lal Chandel and Smt. Santosh Kumari have filed an application u/s 15 & 16 of Special Marriage Act, 1954 alongwith affidavits and supporting documents in the court of undersigned stating therein that they have solemnized their marriage on 18-11-2021 as per the Hindu ritual and customs.

Therefore, the general public is hereby informed through this notice that any person who has any objection regarding this marriage may file his/her objection personally or in writing, before this court on or before 10-01-2022. In case no objection is received by 10-01-2022, it will be presumed that there is no objections to the registration of the above said marriage and the same will be registered accordingly.

Issued under my hand and seal of the court on 30-11-2021.

Seal.

Sd/-  
Marriage Officer-cum-SDM,  
Sub-Division, Hamirpur (H.P.).

---

**In the Court of Dr. Charanji Lal, HPAS, Marriage Officer-cum-Sub-Divisional Magistrate,  
Hamirpur (H.P.)**

In the matter of :

1. Sh. Shashi Kant Sharma s/o Sh. Moti Ram Sharma, r/o Village Tuklehra, P. O. Bari, Tehsil & District Hamirpur (H.P.)

2. Smt. Sunita Sharma d/o Sh. Hans Raj Sharma, r/o Village Tikker, P.O. Salauni, Tehsil Bamson Barsar, District Hamirpur (H.P.)

... Applicants.

*Versus*

General Public

*Subject.*— Notice for Registration of Marriage.

Sh. Shashi Kant Sharma and Smt. Sunita Sharma have filed an application u/s 15 & 16 of Special Marriage Act, 1954 alongwith affidavits and supporting documents in the court of undersigned stating therein that they have solemnized their marriage on 11-03-2012 as per the Hindu ritual and customs.

Therefore, the general public is hereby informed through this notice that any person who has any objection regarding this marriage may file his/her objection personally or in writing, before this court on or before 17-01-2022. In case no objection is received by 17-01-2022, it will be presumed that there is no objections to the registration of the above said marriage and the same will be registered accordingly.

Issued under my hand and seal of the court on 03-12-2021.

Seal.

Sd/-  
Marriage Officer-cum-SDM,  
Sub-Division, Hamirpur (H.P.).

**In the Court of Sh. Shashi Pal Sharma, Sub-Divisional Magistrate Barsar, District Hamirpur (H.P.) Exercising the Powers of Marriage Officer under Special Marriage Act, 1954**

In the matter of :

1. Ms. Rajni Kumari age 26 years d/o Sh. Bali Ram, r/o Village Sakroh, P.O. Bihru, Tehsil Dhatwal at Bijhari, District Hamirpur (H.P.).
2. Mr. Akash Deep age 31 years s/o Sh. Parkash Chand, r/o Village Langwan, P.O. Lambloo, Tehsil & District Hamirpur (H.P.) .. *Appellants.*

*Versus*

General Public

*Subject.*— Notice of Marriage.

Ms. Rajni Kumari and Mr. Akash Deep have filed an application u/s 15 of the Special Marriage Act, 1954 alongwith affidavits and supporting documents in the court of undersigned, in which they have stated that they have solemnized their marriage on dated 28-11-2021 as per Hindu rites and customs at Shiv Mandir, Paron, Tehsil Dhatwal at Bijhari, District Hamirpur (H.P.).

Therefore, the general public is hereby informed through this notice that if any person having any objection regarding this marriage, may file his/her objections personally or in writing before this court on or before 03-01-2022. In case no objection is received by 03-01-2022, it will be presumed that there is no objection to the registration of the above said marriage and the same will be registered accordingly.

Issued under my hand and seal of the court on 02-12-2021.

Seal.

Sd/-  
Marriage Officer-cum-SDM,  
Sub-Division Barsar, District Hamirpur (H.P.).

**In the Court of Dr. Harish Gajju (HAS), Marriage Officer-cum-Sub-Divisional Magistrate,  
Sujanpur, District Hamirpur (H.P.)**

In the matter of :

1. Sh. Vivek Kumar aged 24 years s/o Sh. Madan Lal, r/o Village Kachh, P. O. Bir Bagehra, Tehsil Sujanpur, District Hamirpur (H.P.).

2. Ms. Siya Rana aged 18 years d/o Sh. Naresh Kumar, r/o Village Dukhi, Ward No. 06, Tehsil Jasinghpur (Harsi) District Kangra (H.P.)  
..Applicants.

*Versus*

General Public

...Respondent.

*Subject.*— Notice of the Intended Marriage.

Sh. Vivek Kumar aged 24 years s/o Sh. Madan Lal, r/o Village Kachh, P. O. Bir Bagehra, Tehsil Sujanpur, District Hamirpur (H.P.) and Ms. Siya Rana aged 18 years d/o Sh. Naresh Kumar r/o Village Dukhi, Ward No. 06, Tehsil Jasinghpur (Harsi) District Kangra (H.P.) through Counsel Sh. Himanshu Sharma have filed an application in the court of undersigned u/s 5 of Special Marriage Act, 1954 in which they have stated that they intend to solemnized their marriage within three months of calendar.

Therefore, the general public is hereby informed through this notice that any person who has any objection regarding this marriage, can file the objections personally or in writing before this court on or before 05-01-2022. The objection is received after 05-01-2022, will not entertained and marriage will be registered accordingly.

Issued today on 04-12-2021 under my hand and seal of the court.

Seal.

Sd/-  
(Dr. HARISH GAJJU, HAS),  
Marriage Officer-cum-SDM,  
Sujanpur, District Hamirpur (H.P.).

### CHANGE OF NAME

I, Rajni Sawhney d/o Baldev Soni w/o Sanjeev Sawhney, r/o Sawhney Niwas, Ward No. 9, Rotary Street Una, Tehsil & District Una (H.P.), declare that I have change my name After marriage from Rajni Soni to Rajni Sawhney. Rajni Sawhney and Rajni Soni are the name of one and same person. All concerned note.

RAJNI SAWHNEY ,  
d/o Sh. Baldev Soni w/o Sanjeev Sawhney,  
r/o Sawhney Niwas, Ward No. 9, Rotary Street Una,  
Tehsil & District Una (H.P.).

**CHANGE OF NAME**

I, Ranjna Kumari w/o Chander Bhan, r/o Ward No. 1, Mohalla Morbar, V.P.O. Bhatoli, Sub-Tehsil Mehatpur Basdehra, District Una (H.P.), declare that in School Certificate of my son's Kunal Shukla, My name is wrongly written as Ranjana instead of Ranjna Kumari. So kindly correct it.

RANJNA KUMARI,  
w/o Chander Bhan,  
r/o Ward No. 1, Mohalla Morbar, V.P.O. Bhatoli,  
Sub-Tehsil Mehatpur Basdehra, District Una (H.P.).

---

**CHANGE OF NAME**

I, Chander Bhan s/o Hussan Chand, r/o Ward No. 1, Mohalla Morbar, V.P.O. Bhatoli, Sub-Tehsil Mehatpur Basdehra, District Una (H.P.), declare that in School Certificate of my son's Kunal Shukla, My name is wrongly written as Chander Bhan Shukla instead of Chander Bhan. So kindly correct it.

CHANDER BHAN,  
s/o Hussan Chand,  
r/o Ward No. 1, Mohalla Morbar, V.P.O. Bhatoli,  
Sub-Tehsil Mehatpur Basdehra, District Una (H.P.).